

Los Angeles County  
Metropolitan Transportation Authority

Westside Subway Extension Project  
Advanced Utility Relocations (La Cienega Station)  
IFB NO. C1056 ISSUED: 02/21/14



This page is intentionally blank



# TABLE OF CONTENTS

<b>SECTION 1 – LETTER OF INVITATION .....</b>	<b>1-0</b>
<b>LETTER OF INVITATION FOR BID .....</b>	<b>1-1</b>
<b>LETTER OF INVITATION SUPPLEMENT (CONSTRUCTION) .....</b>	<b>1-3</b>
<b>LETTER OF INVITATION SUPPLEMENT (RC-FTA) .....</b>	<b>1-4</b>
LIST OF CERTIFIED FIRMS (DISCLAIMER) .....	1-6
<b>SECTION 2 – CONTRACT DOCUMENTS .....</b>	<b>2-0</b>
<b>FIRM FIXED PRICE CONTRACT .....</b>	<b>2-1</b>
ARTICLE I: CONTRACT DOCUMENTS ORDER OF PRECEDENCE .....	2-2
ARTICLE II: DEFINITIONS .....	2-3
ARTICLE III: WORK TO BE PERFORMED .....	2-3
ARTICLE IV: COMPENSATION .....	2-3
ARTICLE V: CONTRACT TERM AND PERIOD OF PERFORMANCE .....	2-4
ARTICLE VI: AVAILABILITY OF FUNDS .....	2-5
ARTICLE VII: ENTIRE AGREEMENT .....	2-6
<b>REGULATORY REQUIREMENTS .....</b>	<b>2-7</b>
RR-01 ADMINISTRATIVE CODE *	2-7
RR-02 DISCRIMINATION *	2-8
RR-03 WHISTLEBLOWER REQUIREMENTS *	2-8
RR-04 PUBLIC RECORDS ACT *	2-9
RR-05 ACCESS TO RECORDS .....	2-9
RR-06 FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES* .....	2-10
RR-07 ENERGY CONSERVATION REQUIREMENTS .....	2-11
RR-08 CIVIL RIGHTS REQUIREMENTS *	2-11
RR-09 NO GOVERNMENT OBLIGATION TO THIRD PARTIES *	2-12
RR-10 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS * .....	2-12
RR-11 SUSPENSION AND DEBARMENT* .....	2-13
RR-12 RECYCLED PRODUCTS .....	2-14
RR-13 CLEAN WATER AND CLEAN AIR REQUIREMENTS* .....	2-14
RR-14 COMPLIANCE WITH FEDERAL LOBBYING POLICY * .....	2-14
RR-15 BUY AMERICA *	2-15
RR-16 CARGO PREFERENCE* .....	2-15
RR-17 FLY AMERICA .....	2-16
RR-18 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT * .....	2-16
RR-19 SEISMIC SAFETY .....	2-18
RR-20 ADA ACCESS .....	2-18
RR-21 ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM * .....	2-19
RR-22 TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS * .....	2-20
RR-23 CHARTER SERVICE OPERATIONS .....	2-21
RR-24 SCHOOL BUS REQUIREMENTS .....	2-22
RR-25 FEDERAL PATENT AND DATA RIGHTS* .....	2-22
<b>SPECIAL PROVISIONS (CONSTRUCTION) .....</b>	<b>2-25</b>
SP-01 DBE PARTICIPATION .....	2-25
SP-02 SBE PARTICIPATION – (NOT USED) .....	2-25
SP-03 PERCENTAGE OF WORK PERFORMED BY THE CONTRACTOR .....	2-25
SP-04 PROSECUTION AND COMPLETION OF WORK .....	2-25
SP-05 NOTICE AND SERVICE THEREOF .....	2-25

SP-06	IDENTIFICATION OF CONSULTANTS	2-26
SP-07	INSURANCE REQUIREMENTS	2-27
SP-08	CONTRACT DOCUMENTS TO BE FURNISHED BY METRO	2-29
SP-09	SUBCONTRACTORS AND SUPPLIERS*	2-29
SP-10	ESCROW OF BID DOCUMENTS	2-29
SP-11	LIQUIDATED DAMAGES	2-31
SP-12	MODIFICATIONS TO THE GENERAL CONDITIONS– (NOT USED)	2-32
SP-13	STANDARD WORK DAY	2-32
SP-14	STANDARD WORK WEEK	2-32
SP-15	SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE – (NOT USED)	2-32
SP-16	USE AND LIMITATIONS OF DISPUTES REVIEW BOARD – (NOT USED)	2-32
SP-17	CHANGES IN CONDITION OF BUILDINGS TO BE DEMOLISHED OCCURRING AFTER JOB WALK INSPECTION – (NOT USED)	2-32
SP-18	LIMITATION ON THE USE OF HEAVY EQUIPMENT	2-32
SP-19	MODIFICATIONS TO THE ALCOHOL AND DRUG-FREE WORKPLACE MANUAL – (NOT USED)	2-32
SP-20	METRO-FURNISHED PERMITS	2-32
SP-21	PAYMENT OF PREVAILING WAGES	2-32
SP-22	WEATHER DELAYS CAUSED BY RAIN	2-33
SP-23	ASSESSMENTS FOR SPECIAL CIRCUMSTANCES	2-34
SP-24	SITE ACCESS DATE	2-39
SP-25	TEMPORARY PARCEL AND EASEMENT AVAILABILITY – (NOT USED)	2-39
SP-26	CONTRACTOR'S STORAGE AND STAGING	2-39
SP-27	WORK ON PRIVATE PROPERTY	2-40
SP-28	NIGHT-TIME AND SUNDAY CONSTRUCTION	2-40
SP-29	SPECIAL THIRD-PARTY AGREEMENTS AND REQUIREMENTS – (NOT USED)	2-40
SP-30	TRACK ALLOCATION MEETINGS - (NOT USED)	2-40
SP-31	COOPERATION WITH METRO DURING METRO RAIL OPERATIONS – (NOT USED)	2-40
SP-32	SPECIAL EVENTS	2-40
SP-33	CLASSIFICATION OF CONTRACTOR'S LICENSE	2-40
SP-34	CRAFT LEVEL SAFETY INCENTIVE PROGRAM – (NOT USED)	2-41
SP-35	SAFETY AWARENESS PROGRAM INCENTIVES – (NOT USED)	2-41
SP-36	HAZARDOUS SUBSTANCES	2-41
SP-37	ECONOMIC PRICE ADJUSTMENT – (NOT USED)	2-41
SP-38	POINT OF DELIVERY – (NOT USED)	2-41
SP-39	PERFORMANCE AND PAYMENT BOND	2-41
SP-40	TASK ORDER REQUEST (NOVEMBER 2001) - (NOT USED)	2-42
SP-41	SUBCONTRACT ADMINISTRATION	2-42
SP-42	DELAY COMPENSATION	2-45
SP-43	PROVISIONAL SUMS	2-46
SP-44	MASTER COOPERATIVE AGREEMENTS – (NOT USED)	2-47
SP-45	LACMTA PROJECT LABOR AGREEMENT AND CONSTRUCTION CAREERS POLICY	2-48
EXHIBIT SA-1	- CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT	2-50
EXHIBIT SA-2	- UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT OR FINAL PAYMENT	2-51
APPENDIX A	- WORK COMPLETION SCHEDULE	2-52
APPENDIX B	- PERFORMANCE BOND	2-53
APPENDIX C	- PAYMENT (MATERIAL AND LABOR) BOND	2-55
<b>GENERAL CONDITIONS (CONSTRUCTION) .....</b>		<b>2-57</b>
GC-01	GLOSSARY OF TERMS	2-57
GC-02	INTERPRETATION *	2-71
GC-03	AUTHORITY OF THE CONTRACTING OFFICER AND AUTHORIZED REPRESENTATIVES	2-75
GC-04	INDEPENDENT CONTRACTOR	2-76
GC-05	CONTRACTOR'S REPRESENTATIVE, ORGANIZATION AND PERSONNEL	2-79
GC-06	SUBCONTRACTORS AND SUPPLIERS	2-80
GC-07	PERFORMANCE AND PAYMENT BONDS	2-82

GC-08	NOTICE TO PROCEED	2-83
GC-09	PROJECT SCHEDULE AND CONSTRUCTION STAGING	2-83
GC-10	TEMPORARY FACILITIES	2-85
GC-11	GOVERNMENTAL APPROVALS	2-85
GC-12	EMERGENCIES *	2-86
GC-13	GOODS *	2-87
GC-14	METRO FURNISHED GOODS *	2-87
GC-15	COOPERATION, COORDINATION AND ACCESS *	2-88
GC-16	PROJECT SITE MAINTENANCE *	2-89
GC-17	WORKMANSHIP *	2-89
GC-18	UNAUTHORIZED WORK *	2-89
GC-19	SURVEY AND VERIFICATIONS *	2-89
GC-20	PERFORMANCE AND INSPECTIONS *	2-90
GC-21	ACCEPTANCE OF ELEMENTS OF THE WORK *	2-92
GC-22	SUBSTANTIAL COMPLETION *	2-93
GC-23	FINAL INSPECTION AND ACCEPTANCE OF THE WORK *	2-95
GC-24	WARRANTY *	2-97
GC-25	SAFETY AND LOSS PREVENTION	2-100
GC-26	PROTECTION OF EXISTING STRUCTURES, EQUIPMENT AND VEGETATION *	2-101
GC-27	DAMAGE TO WORK AND RESPONSIBILITY FOR GOODS *	2-101
GC-28	TITLE *	2-102
GC-29	CONDITIONS AFFECTING THE WORK *	2-103
GC-30	DIFFERING SITE CONDITIONS *	2-104
GC-31	EXTENSION OF TIME	2-105
GC-32	INCREASED OR DECREASED QUANTITIES	2-108
GC-33	CHANGES	2-109
GC-34	VALUE ENGINEERING PROPOSALS *	2-119
GC-35	AUDIT *	2-121
GC-36	CLAIMS	2-123
GC-37	DISPUTES	2-126
GC-38	SUSPENSION *	2-127
GC-39	TERMINATION FOR CONVENIENCE OF METRO *	2-128
GC-40	TERMINATION FOR DEFAULT *	2-132
GC-41	COOPERATION IN EVENT OF TERMINATION	2-136
GC-42	ASSIGNMENT *	2-137
GC-43	ENVIRONMENTAL COMPLIANCE *	2-138
GC-44	HISTORICAL, ARCHAEOLOGICAL, PALEONTOLOGICAL AND SCIENTIFIC DISCOVERIES *	2-139
GC-45	WHISTLEBLOWER REQUIREMENTS *	2-140
GC-46	SEVERABILITY *	2-140
GC-47	GOVERNING LAW *	2-140
GC-48	PUBLIC RECORDS ACT *	2-141
GC-49	LIABILITY AND INDEMNIFICATION *	2-141
GC-50	RIGHTS IN SHOP DRAWINGS, RECORD DRAWINGS, SAMPLES, TECHNICAL DATA, PATENTS AND COPYRIGHTS *	2-144
GC-51	NO WAIVER OF CONDITIONS *	2-146
GC-52	CONTRACTOR'S INTERACTION WITH THE MEDIA & THE PUBLIC *	2-146
GC-53	AGENT TO ACCEPT SERVICE	2-147
<b>COMPENSATION &amp; PAYMENT PROVISIONS (CONSTRUCTION) .....</b>		<b>2-148</b>
CP-1	BASIS OF COMPENSATION	2-149
CP-2	PROGRESS PAYMENTS	2-149
CP-3	RETENTION AND ESCROW ACCOUNTS*	2-152
CP-4	STOP NOTICE*	2-154
CP-5	PAYMENT TO SUBCONTRACTORS*	2-154
CP-6	PAYMENT OF TAXES	2-155
CP-7	FINAL PAYMENT	2-155
CP-8	DISCOVERY OF DEFICIENCIES BEFORE AND AFTER FINAL PAYMENT	2-157

ATTACHMENT 1 – CERTIFICATION FOR REQUEST FOR PAYMENT	2-158
ATTACHMENT 2 – SCHEDULE OF QUANTITIES AND PRICES	2-159
<b>DIVERSITY &amp; ECONOMIC OPPORTUNITY DEPARTMENT</b>	<b>2-160</b>
<b>CONTRACT COMPLIANCE MANUAL (RC - FTA)</b>	<b>2-160</b>
<b>LABOR COMPLIANCE MANUAL</b>	<b>2-161</b>
<b>CONSTRUCTION SAFETY AND SECURITY MANUAL, REVISION 4.1</b>	<b>2-162</b>
<b>TECHNICAL SPECIFICATIONS AND DRAWINGS</b>	<b>2-163</b>
<b>SECTION 3 – BID/PROPOSAL DOCUMENTS</b>	<b>3-0</b>
<b>INSTRUCTIONS TO BIDDERS</b>	<b>3-1</b>
IB-01    PRE-QUALIFICATION REQUIREMENTS	3-1
IB-02    BIDDERS LIST FORM	3-1
IB-03    RESERVED	3-2
IB-04    EXAMINATION OF IFB DOCUMENTS	3-2
IB-05    INTERPRETATION OF IFB DOCUMENTS	3-2
IB-06    AMENDMENT	3-2
IB-07    PREPARATION OF SUBMITTAL	3-2
IB-08    MODIFIED AND ALTERNATIVE BIDS	3-3
IB-09    SIGNING OF BIDS	3-3
IB-10    SUBMISSION AND OPENING OF SEALED BIDS	3-3
IB-11    BID EVALUATION PROCESS	3-4
IB-12    DISCREPANCIES IN BID ITEMS	3-4
IB-13    WITHDRAWAL OF BID (BEFORE BID OPENING)	3-5
IB-14    BID MISTAKES (AFTER OPENING)	3-5
IB-15    METRO RIGHTS	3-5
IB-16    PUBLIC RECORDS ACT	3-6
IB-17    COMMUNICATION WITH METRO	3-6
IB-18    DISQUALIFICATION OF BIDDERS	3-6
IB-19    FILING OF PROTESTS & PROTEST PROCEDURES	3-7
<b>SUPPLEMENTAL INSTRUCTIONS TO BIDDERS/PROPOSERS</b>	<b>3-8</b>
1.        BID GUARANTEE	3-8
2.        PERFORMANCE AND PAYMENT BOND REQUIREMENTS	3-8
3.        ESCROW OF BID DOCUMENTS	3-9
<b>DBE INSTRUCTIONS TO BIDDERS/PROPOSERS AND FORMS (RC-FTA)</b>	<b>3-10</b>
<b>SECTION 4 – PRE-QUALIFICATION DOCUMENTS</b>	<b>4-0</b>
<b>CONTRACTOR PRE-QUALIFICATION APPLICATION</b>	<b>4-1</b>
PRE-QUALIFICATION APPLICATION INSTRUCTIONS	4-2
APPLICATION SUBMITTAL	4-2
SECTION I:    IDENTIFICATION	4-3
SECTION II:    OWNERSHIP/MANAGEMENT, PROJECT TEAM MEMBERS, AND RELATED ENTITIES	4-4
SECTION III:    CONTRACTING HISTORY	4-5
SECTION IV:    CIVIL ACTIONS	4-6
SECTION V:    COMPLIANCE WITH LAWS AND OTHER REGULATIONS	4-7
SECTION VI:    ETHICS	4-8
SECTION VII:    ADDITIONAL DOCUMENTATION REQUIRED	4-9
FINANCIAL STATEMENT	4-10
<b>SECTION 5 – BID FORMS</b>	<b>5-0</b>
<b>BID LETTER</b>	<b>5-1</b>

<b>BIDDERS LIST FORM.....</b>	<b>5-5</b>
<b>SCHEDULE OF QUANTITIES AND PRICES INSTRUCTIONS.....</b>	<b>5-6</b>
<b>LIST OF CURRENT PROJECTS (BACKLOG).....</b>	<b>5-13</b>
<b>LIST OF COMPLETED PROJECTS - LAST THREE YEARS .....</b>	<b>5-14</b>
<b>BID BOND .....</b>	<b>5-15</b>
<b>QUALITY ASSURANCE/QUALITY CONTROL .....</b>	<b>5-16</b>
<b>SAFETY.....</b>	<b>5-17</b>
<b>BIDDER'S INDUSTRIAL SAFETY RECORD .....</b>	<b>5-18</b>
LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS INSTRUCTIONS	5-20
LIST OF PROPOSED SUBCONTRACTORS/SUPPLIERS	5-21
<b>SECTION 6 – REQUIRED CERTIFICATIONS .....</b>	<b>6-0</b>
<b>ETHICS DECLARATION .....</b>	<b>6-1</b>
<b>GENERAL CERTIFICATIONS.....</b>	<b>6-3</b>
<b>CERTIFICATE OF COMPLIANCE WITH 49 CFR PART 655, PREVENTION OF ALCOHOL     MISUSE AND PROHIBITED DRUG USE IN TRANSIT OPERATIONS .....</b>	<b>6-5</b>
<b>BUY AMERICA CERTIFICATE .....</b>	<b>6-7</b>
<b>CERTIFICATION OF COMPLIANCE WITH FEDERAL LOBBYING REQUIREMENTS (49     CFR PART 20) .....</b>	<b>6-8</b>
<b>NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER .....</b>	<b>6-19</b>
<b>CERTIFICATION OF PROSPECTIVE CONTRACTOR REGARDING DEBARMENT,     SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION .....</b>	<b>6-20</b>
<b>CERTIFICATION OF PROSPECTIVE LOWER TIER PARTICIPANT REGARDING     DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION ....</b>	<b>6-24</b>

\* All Articles, Subarticles, or portions of the Contract noted by an asterisk (\*) shall be included in (flow-down to) all Subcontracts of any tier.

## **SECTION 1 – LETTER OF INVITATION**

This page is intentionally blank



**Metro**

Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

February 21, 2014

ATTENTION: Prospective Bidder

SUBJECT: INVITATION FOR BIDS (IFB) FOR IFB NO. C1056,  
Westside Subway Extension Project - Advanced Utility Relocations (La  
Cienega Station)

Los Angeles County Metropolitan Transportation Authority (METRO) has established a contracting opportunity for construction services. In general, the scope of work includes the relocation of the City of Beverly Hills sanitary sewer lines, storm drain lines, water lines and the construction of the power duct route for Southern California Edison that are in conflict with the (future) construction of the Westside Subway Extension Project (by Others). The work is in the vicinity of Wilshire Blvd. / La Cienega Blvd in the City of Beverly Hills. Metro's Project Labor Agreement (PLA) will apply to this project. The resultant Contract, if awarded, will be federally funded and is subject to fiscal year funding.

You are hereby invited to submit to METRO a bid to furnish all of the labor, materials, and any other related items required for the performance of IFB NO. C1056. An original bid must be submitted in a sealed envelope and delivered by hand or mail to the address below. Bids must be received by METRO's 9th Floor receptionist no later than **2:00 p.m. on Wednesday, March 26, 2014**. Bids received after that time will not be considered. The only acceptable evidence to establish the time of receipt is the date/time stamp imprinted upon the Bid package by the date/time recorder at the 9th floor procurement reception desk. A public bid opening will be held shortly thereafter.

Los Angeles County  
Metropolitan Transportation Authority (Metro)  
One Gateway Plaza  
Los Angeles, CA 90012-2952  
9<sup>th</sup> Floor Receptionist  
IFB NO. C1056

The complete IFB documents are available for purchase and/or examination Monday through Friday (except holidays) between the hours of 9:00 a.m. and 4:00 p.m. at Metro Gateway Plaza building at the address above.

The non-refundable price for the complete IFB documents (CD-ROM) is \$10.00 when picked up at the above address; or \$15.00 if documents are to be mailed. Requests must be accompanied by payment to **METRO** in the form of a money order, a company check, a cashier's check, or a certified check. Personal checks or cash are not acceptable forms of payment.



All communications in connection with this IFB shall be provided as follows:

- By U.S. Mail, FedEx, UPS, or courier  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, MS-99-9-4  
Los Angeles, CA 90012-2952  
Attention: Zachary Munoz, Senior Contract Administrator  
IFB NO. C1056
- By e-mail to: munozz@metro.net  
Attention: Zachary Munoz, Senior Contract Administrator  
IFB NO. C1056

Diversity & Economic Opportunity Department,  
Tom Singleton, (213) 922-2651

Ethics or Lobbyist Registration Information, (213) 922-2900

Pre-Qualification Department, (213) 922-4130

A Pre-Bid Conference will be held on March 12, 2014, at 10:00 a.m., in the Union Station Conference Room on the 3<sup>rd</sup> Floor of METRO's Gateway Plaza Building (**Note that the METRO does not pay for parking or validate tickets**).

The advanced utility relocations worksite is visible from the public right-of-way.

METRO reserves the right to reject any or all bids, to waive informalities or irregularities to the extent permitted by law in any bid received, and to be the sole judge of the merits of the respective bids received. The award, if made, will be made to the lowest-priced responsive and responsible bidder.

This is not an exclusive contract and METRO expressly reserves the right to contract for services and goods such as those referenced herein through other contractors.

Issued by:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

  
\_\_\_\_\_  
Zachary Munoz  
Senior Contract Administrator

## LETTER OF INVITATION SUPPLEMENT (CONSTRUCTION)

The following paragraph(s) apply to this procurement:

All bidders must possess the proper license at the time of Contract award. A California State Contractor's License Classification A is required of the prime bidder. All subcontractors must possess the appropriate licenses for each specialty subcontracted.

## LETTER OF INVITATION SUPPLEMENT (RC-FTA)

Offerors are hereby notified that:

**This project is funded in whole or in part with US Department of Transportation (DOT) funds and will comply with Metro's Race Conscious Disadvantaged Business Enterprise (RC DBE) Program requirements.**

- ☒ A. Metro established a “**Race Conscious Disadvantaged Business Enterprise**” contract goal for this project in the percentage of:

Fifteen Percent (15%) of the Total Contract Price

For an Offeror to be considered responsive at time of award, they must document that they obtained enough DBE participation to meet the goal at time of bid/proposal due date or document that it made adequate Good Faith Efforts (GFE).

Offerors shall provide Metro, as part of its bid/proposal, a complete list (including names and addresses) of all subcontractors (DBE and non-DBE) who will perform any portion of the required scopes of work. Offerors shall include the scope of work and dollar amount(s) committed to each subcontractor.

1. RC DBE contract goal(s) only apply to DBE groups who were found in Metro's Disparity Study to have significant statistical disparity. The RC male and female owned DBE groups include: African Americans, Asian Pacific Americans, Native Americans, Hispanic Americans, and Subcontinent Asian Americans.
2. The participation of non-minority women and other DBE firms, who have not been statistically determined as significantly underutilized, will be counted towards Metro's Race Neutral (RN) measures. Offerors shall report both Race Conscious and Race Neutral DBE commitments.
3. DBE Instructions to Bidders/Proposers provide guidelines on how DBE commitments will be counted toward the goal and designates the DBE Commitment Forms that must be completed and submitted by all Offerors by the bid/proposal due date.
4. All DBE firms must be certified under the California Unified Certification Program (CUCP) by the bid/proposal due date. A List of Certified DBE Firms is attached for your convenience, and may be used to assist with outreach efforts. An additional resource is the online CUCP database inclusive of certified DBEs from all certifying agencies participating in the CUCP. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep>.
  - Click on the link in the left menu titled Disadvantaged Business Enterprise (DBE);
  - Click on Search for a DBE Firm
  - Click on Click here To Access DBE Query Form
  - Searches can be performed by one or more criteria
  - Follow instructions on the screen

- “Civil Rights Home,” and “Caltrans Home” links are located at the top of the query form

☐ B. Metro has not established a “**Race Conscious Disadvantaged Business Enterprise (RC DBE)**” contract goal for this project.

It is Metro’s policy to provide equal opportunity for DBE firms to compete on its federally-assisted contracts. The successful Offeror shall utilize DBE firms when opportunities are available during the performance of the contract. DBE participation obtained when a contract goal is not established is counted as RN participation.

### **GOALS IN SOLICITATION v. COMMITMENTS IN BIDS AND PROPOSALS**

The level of DBE participation Offerors commit to in its bid/proposal becomes the Offeror’s DBE contract commitment. The DBE commitment will be listed in the Special Provisions of the contract and shall be enforced by Metro. After award, DBE commitments shall apply to contract options, changes and/or modifications. Metro will monitor DBE commitments through the contract term, as described in the Contract Compliance Manual (Federal), General Conditions and Special Provisions of the contract.

### **METRO ASSURANCE**

Metro shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any federal-assisted contract or in the administration of its DBE program or the requirements of 49 Code of Federal Regulations (CFR) Part 26 as amended.

**LIST OF CERTIFIED FIRMS (DISCLAIMER)**  
**(DBE Instructions to Bidders/Proposers and Forms Document 068 – Attachment I)**

**LIST OF CERTIFIED FIRMS (DISCLAIMER)**  
**(Supplemental Instructions to Bidders/Proposers Form 068 - Attachment 1)**

Grouped False

**DBE Certified**  
**M,F**

**NAICS selected :** 532412,561990,327320238110,562111,237310238910

**DISCLAIMER**

Offerors are hereby given notice and advised that the list of certified Disadvantaged Business Enterprises (DBE) contained herein is made available as a outreach resource for offeror's CONVENIENCE ONLY. Metro explicitly expresses that the listing shall not be deemed to be an endorsement of these firms nor shall there be any implied warranty regarding the suitability of these firms to perform work on Metro projects. The certification process does not qualify a firm's capability to perform. To verify current certification status, at least 72 hours prior to bid/proposal due date or for additional information regarding DBE certification eligibility requirements, please contact the Diversity & Equal Opportunity Department (DEOD) Hotline (213) 922-2600, facsimile (213) 922-7660. Metro does not assume any liability for the accuracy, completeness, or inadvertent omission of certified firms. www.Metro.net For additional information regarding DBE certifications, please go to [www.californiaucp.org](http://www.californiaucp.org) <<http://www.californiaucp.org>>

<b>FIRM</b>	<b>CONTACT</b>	<b>ADDRESS</b>	<b>CITY, STATE ZIP</b>	<b>PHONE</b>	<b>EMAIL</b>	<b>ETHNICITY</b>	<b>M/F</b>
<b>237310 - Highway, Street, and Bridge Construction</b>			<b>276</b>				
A B S L CONSTRUCTION	Allende, Luis M.	29393 Pacific St	Hayward, Ca 94544	510 727-0900	<a href="mailto:darvl@abslconstruction.com">darvl@abslconstruction.com</a>	HISPANIC	
ALANIZ CONSTRUCTION COMPANY	Jesus Castaneda Alaniz,	7160 Stevenson Blvd.	Fremont, Ca 94538	510 770-5000	<a href="mailto:rosy@alanizpaving.com">rosy@alanizpaving.com</a>	HISPANIC	
AMERICAN PRECISION BUILDERS	Cherry, Louis	1321 Santa Clara Avenue	Alameda, Ca 94501	510 827-7684	<a href="mailto:louis@apbconstruction.com">louis@apbconstruction.com</a>	AFRICAN AMER	
BAY LINE CUTTING & CORING, INC.	Arreguin, Juan	1635 4th Street	Berkeley, Ca 94710	510 527-1000	<a href="mailto:icbayline@sbcglobal.net">icbayline@sbcglobal.net</a>	HISPANIC	
D-LINE CONSTRUCTORS, INC.	Prada, Josue	499 Embarcadero, Suite Q	Oakland, Ca 94606	510 251-6400	<a href="mailto:tony@dlineconstructors.com">tony@dlineconstructors.com</a>	HISPANIC	
FANFA, INC.	Fanfa, Joseph	2401 Grant Avenue	San Lorenzo, Ca 94580	510 278-8410	<a href="mailto:dbgriffin@fanfainc.com">dbgriffin@fanfainc.com</a>	HISPANIC	
FCS STRIPING, SEALING AND PAVING, INC.	Seoane, Ines	206 Thrasher Avenue	Livermore, Ca 94551	925 373-6205	<a href="mailto:inesseoane@fcs-ssp.com">inesseoane@fcs-ssp.com</a>	HISPANIC	
FOCON, INC	Seals, Michael	610 16th Street, Suite 501	Oakland, Ca 94612	510 465-6319	<a href="mailto:mseals@foconinc.com">mseals@foconinc.com</a>	AFRICAN AMER	
GAINES CONSTRUCTION	Gaines, Vincent	1037 Stanford Avenue	Oakland, Ca 94608	510 923-1920	<a href="mailto:vgaines@gainesconstruction.com">vgaines@gainesconstruction.com</a>	AFRICAN AMER	
KAL KRISHNAN CONSULTING SERVICES	Krishnan, Kalliana	344 Thomas L. Berkley Way, #302	Oakland, Ca 94612	510 465-9800	<a href="mailto:kal.krishnan@kkcsworld.com">kal.krishnan@kkcsworld.com</a>	ASIAN SUB	
LANDAVAZO BROTHERS, INC.	Derrick Landavazo,	29280 Pacific Street	Hayward, Ca 94544	510 581-7104		HISPANIC	
MSE GROUP	Hackney, Carl	302 Pendleton Way	Oakland, Ca 94621	510 383-9600	<a href="mailto:cehackney@msegpr.com">cehackney@msegpr.com</a>	AFRICAN AMER	
R M T LANDSCAPE CONTRACTORS, INC	Deherrera, Rick	421 Pendleton Way	Oakland, Ca 94621	510 568-3208	<a href="mailto:julie@rmtlandscape.com">julie@rmtlandscape.com</a>	HISPANIC	
SUAREZ & MUNOZ CONSTRUCTION, INC.	Suarez, Eduardo	20975 Cabot Blvd.	Hayward, Ca 94545	510 782-6065	<a href="mailto:john@suarezmunoz.com">john@suarezmunoz.com</a>	HISPANIC	
SUNRISE PACIFIC, INC.	Wu, Ching L.	487 8th Street	Oakland, Ca 94610	925 376-6731	<a href="mailto:sunrise-pacific@yahoo.com">sunrise-pacific@yahoo.com</a>	ASIAN PAC	
T.D.W. CONSTRUCTION, INC	Wong, Gail	101 Greenville Rd	Livermore, Ca 94550	925 455-5259		HISPANIC	
A TO Z BUILDING, INC.	Vu, Nhan	921 W 223rd Street	Torrance, Ca 90502	310 320-0009	<a href="mailto:nhan@atozbuilding.com">nhan@atozbuilding.com</a>	ASIAN PAC	
ACE FENCE COMPANY	Abanilla, Michael	727 N. Glendora Avenue,	La Puente, Ca 91744	626 333-0727	<a href="mailto:mpa@acefencecompany.com">mpa@acefencecompany.com</a>	ASIAN PAC	
ADVANTAGE DEMOLITION AND GRADING, INC	Dalton, Michelle	19819 Blythe St	Winnetka, Ca 91306	818 477-2074	<a href="mailto:advantagedg@yahoo.com">advantagedg@yahoo.com</a>	AFRICAN AMER	
ALPHA 1 CONSTRUCTION	Martinez, Donald	17809 Jersey Avenue	Artesia, Ca 90701	562 926-7688	<a href="mailto:don_455@hotmail.com">don_455@hotmail.com</a>	HISPANIC	
ANIL VERMA ASSOCIATES, INC	Verma, Anil	444 S. Flower Street, Suite 1688	Los Angeles, Ca 90071	213 624-6908	<a href="mailto:anilverma@earthlink.net">anilverma@earthlink.net</a>	ASIAN SUB	
AUTOMATED SWITCHING & CONTROLS, INC -A SCI	Maccalla, Johnetta	1191 Huntington Drive #227	Duarte, Ca 91010	626 989-8441	<a href="mailto:don_455@hotmail.com">don_455@hotmail.com</a>	AFRICAN AMER	
AVIS CONSTRUCTION	Anyaga, Johnson	Po Box 401	Inglewood, Ca 90306	310 719-7038	<a href="mailto:avisconstruction@msn.com">avisconstruction@msn.com</a>	AFRICAN AMER	
BERG & ASSOCIATES, INC	Berg, Deborah	302 West 5th Street Suite 210	San Pedro, Ca 90731	310 548-9292	<a href="mailto:deborah@bergcm.com">deborah@bergcm.com</a>	NON-MINORITY	
CALIFORNIA PROFESSIONAL ELECTRICAL ENGINEERING	Nguyen, Van Tan	929 Otterbein Avenue, Unit E	La Puente, Ca 91748	626 810-1338	<a href="mailto:van@cpengineeringinc.com">van@cpengineeringinc.com</a>	ASIAN PAC	
CENTURY DIVERSIFIED, INC	Garcia, Rodrigo T.	99 South Lake Avenue, Suite # 210	Pasadena, Ca 91108	626 585-0966	<a href="mailto:rgarcia@cdi-engr.com">rgarcia@cdi-engr.com</a>	HISPANIC	
CITIWIIDE ENGINEERING, INC	June, Daniel Yh	1959 S. Hoover Street	Los Angeles, Ca 90007	213 368-4287	<a href="mailto:daniel@union-ccc.com">daniel@union-ccc.com</a>	ASIAN PAC	
COLEMAN CONSTRUCTION	Coleman, Sharon	1973 W 48th Street	Los Angeles, Ca 90062	323 295-5484	<a href="mailto:cjohnson@coleman.com">cjohnson@coleman.com</a>	AFRICAN AMER	

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
CONSTRUCT ALLIANCE INC	Camalich, Pedro	7033 Milton Ave Suite #4	Whittier, Ca 90602	714 878-5255	constructalliancepc@gmail.com	HISPANIC	
DEANA'S EQUIPMENT RENTAL CO.	Carter, Deana	6720 W. Sycamore Lane,	Palmdale, Ca 93551	805 732-7575	jagchic@aol.com	NON-MINORITY	F
DESTINATION ENTERPRISES, INC.	Szarama, Marcy	11940 Hammack Street	Culver City, Ca 90230	310 439-2655	destination@ca.rr.com	NON-MINORITY	F
DHAKA PACIFIC CORPORATION	Bashar, Khondaker	1100 Arcadia Avenue Suite C	Arcadia, Ca 91007	626 446-2081	dhalcapacific@aol.com	ASIAN SUB	
E. M. OIL TRANSPORT, INC.	Martinez, Luz A.	1145 South Taylor Avenue	Montebello, Ca 90640	323 722-9088	emoiltransport@sbcgloabtnet	HISPANIC	
EAGLE ENGINEERING & DEVELOPMENT, INC.	Ramirez, William	216 Toby Way	Pomona, Ca 91767	909 444-5566	bramirez@eagleengdev.com	HISPANIC	
EARTHTEK BUILDERS, INC	Oh, Sae Joon	22919 Mariposa Ave # 704	Torrance, Ca 90502	310 720-0404	earthtekbuilders@gmail.com	ASIAN PAC	
EL CAMINO CONSTRUCTION & ENGINEERING CORP.	Guajardo, Miguel	810 Roswell Avenue	Long Beach, Ca 90804	562 433-1000	miguel@elcaminoconeng.com	HISPANIC	
EXBON DEVELOPMENT, INC.	Lee, Janet	13432 Aclare Street,	Cerritos, Ca 90703	562 777-8900	info@exbon.com	ASIAN PAC	
FINE GRADE EQUIPMENT, INC.	Johnston, Judy	41729 Cielo Vista Dr	Palmdale, Ca 93551	661 949-8788	judy@finegradeinc.com	NAT AM	
FORSTER COMPANY, INC.	Forster, Linda	10828 Lou Dillon Avenue	Los Angeles, Ca 90059	323 569-0217	linda@forsterco.com	AFRICAN AMER	F
GERONIMO CONCRETE, INC.	Lopez, Lidia	4560 N. Huntington Dr.	Los Angeles, Ca 90032	323 225-2016	geronimo_concerte@sbcgloabtnet	HISPANIC	
INTERNATIONAL ENVIRONMENTAL CORP.	Martinez, Evelyn	13432 Wentworth St	Arlita, Ca 91331	818 892-9341	emartinez@iectrees.com	HISPANIC	
IPI CONSTRUCTION	Nguyen, Long	14631 Arminta Street	Panorama City, Ca 91402	818 786-8433	long@ipicorp.us	ASIAN PAC	
IPOTREX INFRASTRUCTURE, INC.	Arellano, Maria	914 Ashworth Place	Glendora, Ca 91741	626 209-9434	maria.arellano@ipotrex.com	AFRICAN AMER	M
J M W COMPANY	William, Julia	3859 S. Orange Drive	Los Angeles, Ca 90008	323 377-5012	jwmcompany@yahoo.com	AFRICAN AMER	F
J N A BUILDERS, INC.	Antonio, Joseph N.	3549 El Caminito	La Crescenta, Ca 91214	818 281-5262	inabuildersinc@gmail.com	ASIAN PAC	
JERRY D. SMITH DBA JASZ CO.	Smith, Jerry	1746 S. Orange Grove Avenue	Los Angeles, Ca 90019	323 857-1727	bsj1746@sbcgloabtnet	AFRICAN AMER	M
L A WELDING & FABRICATION CORP.	Gomez, Luis	13550 Raven Street	Sylmar, Ca 91342	818 621-8447	laweldingandfabrication@verizon.net	HISPANIC	
LENNOVA	Genova, Tony	10612 Midway Avenue	Cerritos, Ca 90703	562 860-3213	tony@lennova.net	HISPANIC	
LITTLE POTATO INC.	Wortham, Reginald	1037 W. 45th St.	Los Angeles, Ca 90037	323 718-6730	inspectoreq26@gmail.com	AFRICAN AMER	M
MAX OUT INC.	Edison Sr., Roderick	1215 John Reed Court	City Of Industry, Ca 91745	626 934-8014	redison@maxoutinc.biz	AFRICAN AMER	M
MBJ CONSULTANTS, INC	Hatcher, Evelyn	1276 S Beverly Glen	Los Angeles, Ca 90024	424 204-9569	clipp@mbiconsultants.com, ehatcher@mbiconsultants.com	AFRICAN AMER	M
MORGNER TECHNOLOGY MANAGEMENT	Morgner, Monique	15260 Ventura Blvd., Ste. 1080	Sherman Oaks, Ca 91403	818 461-8100	mmorgner@morgnerco.com	HISPANIC	
PK CONSTRUCTION	King, Zhan Paul	2502 El Sol	Altadena, Ca 91001	626 773-6963	zkingpk81@gmail.com	AFRICAN AMER	M
RIO JORDAN CONSTRUCTION	Soto, Jordan	7432 Lemoran Ave	Pico Rivera, Ca 90660	562 942-0228	jordan@riojordaninc.com	HISPANIC	
SAFEWORK, INC.	Jones, Rebecca	20750 Ventura Boulevard, Suite 330	Woodland Hills, Ca 91364	818 716-0384	rebeccaai@safeworkinc.com	NON-MINORITY	F
SAMROD CORPORATION	Rodriguez, Michael	151 East Ave., H-8	Lancaster, Ca 93535	661 945-3602	mrodriguez@samrodcorp.com	HISPANIC	
SUKAN, INC.	Desatoff, Suzanne	18412 Farjardo Street	Rowland Heights, Ca 91748	626 854-9467	suzanne@sukaninc.com	NON-MINORITY	F
TEC MANAGEMENT CONSULTANTS INC	Coffey, Timothy	7600 World Way West	Los Angeles, Ca 90045	213 598-1285	kfuller@tecmm.com	AFRICAN AMER	M
THE G CREW	Pacana, Genevieve	116 N. Maryland Ave Suite #130	Glendale, Ca 91206	818 240-4157	genevieve@thegcrew.com	ASIAN PAC	
THE NICKERSON COMPANY	Nickerson, Vernon	6820 Latijera Blvd. #210	Los Angeles, Ca 90045	310 338-0809	vemon@thenickersoncompany.com	AFRICAN AMER	M
THREE STAR CONSTRUCTION	Harris, Ray	346 W. Elm Street	Compton, Ca 90220	310 632-5388	threestarconst@sbcgloabtnet	AFRICAN AMER	M
V A P CONSTRUCTION INC	Prasad, Arvind	16425 Illusion Way	La Mirada, Ca 90638	714 253-3270	vapconstructioninc@gmail.com	ASIAN SUB	
6 RIVERS CONSTRUCTION, INC.	Grant, Zane E Jr	200 Redwood Grove Rd	Hoopa, Ca 95546	530 515-7563	sixrivers95546@hotmail.com	NAT AM	
A S CONTRACTORS, INC.	Smith, Deni	5347 Cole Road	Mariposa, Ca 95338	209 742-6684	deni@sti.com	NON-MINORITY	F
A.J. VASCONI GEREAL ENGINEERING	Vasconi, Andrew J.	1820 Galindo Street, Suite 275	Concord, Ca 94520	925 691-9400	aj@ajvasconi.com	HISPANIC	
ABA	Awad, Nahla	22 Wawona Street	San Francisco, Ca 94127	415 661-6486	nahlaawad@sbcgloabtnet	NON-MINORITY	F
ALISTO ENGINEERING GROUP, INC	Sevilla, Al	2737 N. Main Street, Suite 200	Walnut Creek, Ca 94597	925 279-5000	asevilla@alisto.com	ASIAN PAC	
ALL AMERICAN ASPHALT SEALING INC	Antelmo, Lara	1565 Trainer Way	Reno, Nv 89512	775 329-3003	aaasealing96@yahoo.com	HISPANIC	

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
ALL PHASE CONSTRUCTION & ENGINEERING, INC.	Easley, Garry	1210 Stoney Point Way	Roseville, Ca 95661	916 771-4602	<a href="mailto:heasley@allphaseasphalt.com">heasley@allphaseasphalt.com</a>	NAT AM	
ANDALE CONSTRUCTION, INC.	De La Cruz, Luis	23638 W. La Vista Dr.,	Buckeye, Az 85338	623 322-4731	<a href="mailto:ldelacruz@andaleci.com">ldelacruz@andaleci.com</a>	HISPANIC	
APADANA ENGINEERING, INC.	Siadat, Sopida	150 Executive Park Blvd Suite No. 4700	San Francisco, Ca 94134	415 859-5915	<a href="mailto:apadana1@sbcglobal.net">apadana1@sbcglobal.net</a> <a href="mailto:sopida@sbcglobal.net">sopida@sbcglobal.net</a>	OTHER	
ARROW S COMPANY	Skaggs, Lori	177 California Avenue	Arbuckle, Ca 95912	707 396-0073	<a href="mailto:lori@arrowsco.com">lori@arrowsco.com</a>	NON-MINORITY	
AS DESIGN INC. DBA ASPHALT DESIGN BY JUAN GOMEZ	Gomez, Patsy	4061 W. Belmont	Fresno, Ca 93722	559 276-0447	<a href="mailto:patsy_gomez2002@yahoo.com">patsy_gomez2002@yahoo.com</a>	HISPANIC	
AXNER EXCAVATING, INC	Barnes, Julie	2900 Old Oregon Trail	Redding, Ca 96003	530 222-0539	<a href="mailto:julieb@axnerexcavating.com">julieb@axnerexcavating.com</a> , <a href="mailto:axner@shasta.com">axner@shasta.com</a>	NON-MINORITY	
B. L. EQUIPMENT RENTAL AND SUPPLY	Lea, Betty	2725 W. Cherry Court	Visalia, Ca 93277	559 827-4592	<a href="mailto:blequipment@aol.com">blequipment@aol.com</a>	NON-MINORITY	
BELLAGIO LANDSCAPING	Cuadros, Edward A.	15204 E. Annadale	Sanger, Ca 93657	559 217-8295	<a href="mailto:bellagiolands@aol.com">bellagiolands@aol.com</a>	OTHER	
BIG VALLEY ASPHALT	Watson, Donna	3522 Brian Way	Bakersfield, Ca 93308	661 587-5837	<a href="mailto:donnawatson52@yahoo.com">donnawatson52@yahoo.com</a>	NON-MINORITY	
BJ WILLIAMS COMPANY, INC	Williams, Bobbie Jo	3664 Trefethen Way	Sacramento, Ca 95834	916 359-5055		AFRICAN AMER	
BLACK STONE ASPHALT CONSTRUCTION, INC.	Galanski, Norman	3112 Antonino Avenue	Bakersfield, Ca 93308	661 282-8800	<a href="mailto:info@blackstoneasphalt.com">info@blackstoneasphalt.com</a>	HISPANIC	
BRAHMA ENGINEERING, INC	Pivovarov, Andy	222 W. Carmen Lane #105	Santa Maria, Ca 93458	805 925-3800	<a href="mailto:brigitte@brahmaengineering.com">brigitte@brahmaengineering.com</a>	HISPANIC	
BURKE CONSTRUCTION	Burke, Michael J.	4421 Tennessee Drive	Shingle Springs, Ca 95682	530 676-1009	<a href="mailto:burkebid@gmail.com">burkebid@gmail.com</a>	NAT AM	
CADIT COMPANY	Carlisle, Kathryn	One Cypress Court	Trophy Club, Tx 76262	817 430-4409	<a href="mailto:k.carlisle@caditcompany.com">k.carlisle@caditcompany.com</a>	NON-MINORITY	
CAL VALLEY CONSTRUCTION, INC.	Avila, Shelley	6275 W. Bullard	Fresno, Ca 93722	559 274-0300	<a href="mailto:shelleya@calvalleyconstruction.com">shelleya@calvalleyconstruction.com</a>	NON-MINORITY	
CALI CONCRETE	Valderamma, Gustavo	117 Mugsy Avenue	Bakersfield, Ca 93307	661 398-8143	<a href="mailto:gusto@caliconcrete.com">gusto@caliconcrete.com</a>	HISPANIC	
CE GREEN INC.	Green, Carole E.	6105 Main Avenue	Orangevale, Ca 95662	916 365-4925	<a href="mailto:carole@ceqi-us.com">carole@ceqi-us.com</a>	NON-MINORITY	
CHARLIE'S CUSTOM EXCAVATING, INC	Jurin, Charles	21113 Gilbert Drive	Redding, Ca 96002	530 221-3626	<a href="mailto:office@ccexcavatinginc.com">office@ccexcavatinginc.com</a>	NAT AM	
CLEAR CREEK CONSTRUCTION	Hamden, Adam	570 Julian Street	Redding, Ca 96003	530 224-1430	<a href="mailto:clearcreekadam@gmail.com">clearcreekadam@gmail.com</a>	NAT AM	
COMMAND PERFORMANCE CONSTRUCTORS, INC.	Hernandez, Priscilla	3346 Olive Avenue	Signal Hill, Ca 90755	562 997-9410	<a href="mailto:grengeineering@hotmail.com">grengeineering@hotmail.com</a>	HISPANIC	
CONNICO INCORPORATED	Gowder, Connie S.	2594 N. Mount Juliet Road	Mount Juliet, Tn 37122	615 758-7474	<a href="mailto:cgowder@connico.com">cgowder@connico.com</a>	NON-MINORITY	
CONSTRUCTION INSPECTION SPECIALISTS	Clark, Harry Steven	8499 Old Redwood Highway, Suite #206	Windsor, Ca 95492	707 838-1679	<a href="mailto:steve@cisinspects.com">steve@cisinspects.com</a>	NAT AM	
COOKS AND SON INC.	Henderson Jr., Charles E.	4134 Odie Lane	Santa Maria, Ca 93455	805 934-2705	<a href="mailto:cooks_son@mail.com">cooks_son@mail.com</a>	AFRICAN AMER	M
COOPER ZIETZ ENGINEERS, INC	Fricke, Herbert J.	620 Sw Fifth Avenue, Suite 1225	Portland, Or 97204	503 253-5429	<a href="mailto:herbf@coopercm.com">herbf@coopercm.com</a>	NAT AM	
CORNERSTONE ENGINEERING	Castro, Francina	1415 W Paul	Fresno, Ca 93711	559 940-9300	<a href="mailto:cornerstone.enr@gmail.com">cornerstone.enr@gmail.com</a>	HISPANIC	
DAVID ENGINEERING CONSTRUCTION	David, Oscar	6344 Nugget Drive	Foresthill, Ca 95631	530 367-3508	<a href="mailto:odavid@ftcnet.net">odavid@ftcnet.net</a>	AFRICAN AMER	
DD-M CRANE & RIGGING	Maurer, Denise	2175-A2 Francisco Blvd	San Rafael, Ca 94901	415 458-1600	<a href="mailto:deniseddm@yahoo.com">deniseddm@yahoo.com</a>	HISPANIC	
DIAMOND D GENERAL ENGINEERING, INC.	Defty, Laura	32500 State Highway 16	Woodland, Ca 95695	530 662-2042	<a href="mailto:sdefty@ddge.net">sdefty@ddge.net</a>	ASIAN PAC	
DIRT & AGGREGATE INTERCHANGE, INC	Pelfrey, Henry	20905 N.E. Sandy Boulevard	Fairview, Or 97024	503 661-5093	<a href="mailto:contractor@dirtyagg.com">contractor@dirtyagg.com</a>	ASIAN PAC	
DOD CONSTRUCTION	Dickerson, Derrick	3501 Edison Highway	Bakersfield, Ca 93307	661 366-8000	<a href="mailto:derrickd@dodconstruction.com">derrickd@dodconstruction.com</a> , <a href="mailto:dodconstruction@yahoo.com">dodconstruction@yahoo.com</a>	AFRICAN AMER	
DON GARCIA EXCAVATING & PAVING, INC.	Garcia, Michael	2020 E Street	South Lake Tahoe, Ca 96150	530 577-0558	<a href="mailto:dgarcia287@aol.com">dgarcia287@aol.com</a>	HISPANIC	
ERNEST B. DEE	Dee, Ernest B.	6120 Belfield Cir	Elk Grove, Ca 95758	916 271-0410	<a href="mailto:dee4321@frontiernet.net">dee4321@frontiernet.net</a>	AFRICAN AMER	
ESQUIVEL GRADING & PAVING, INC.	Ralph G. Esquivel,	918 Ingerson Avenue	San Francisco, Ca 94124	415 468-5700	<a href="mailto:audrey@esquivel-gp.com">audrey@esquivel-gp.com</a>	HISPANIC	
EXARO TECHNOLOGIES CORPORATION	Dominguez, Hector	1831 Bayshore Hwy	Burlingame, Ca 94010	650 777-4324	<a href="mailto:hd@exarotec.com">hd@exarotec.com</a>	HISPANIC	
F. FERRANDO & COMPANY	Marshall, Marvella	1537 Mission Road	South San Francisco, Ca 94080	650 756-2800	<a href="mailto:fferrando1537@sbcglobal.net">fferrando1537@sbcglobal.net</a>	NON-MINORITY	
FALCON BUILDERS & DEVELOPERS INC	Falcon, John	5070 N. Sixth Street, Suite 185	Fresno, Ca 93710	559 226-1994	<a href="mailto:tonimf@falconbuildersanddevelopers.com">tonimf@falconbuildersanddevelopers.com</a>	HISPANIC	



FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
FELIX'S MAINTENANCE & GARDENING	Felix, John	2225 Saint George Drive	Concord, Ca 94520	925 778-3273	johnfelix@comcastnet	HISPANIC	M
FRANK MEDINA GENERAL ENGINEERING CONTRACTOR	Medina, Frank	10096 Ahart Road	Oroville, Ca 95966	530 743-0744	roxanne.medina@attnet	HISPANIC	M
FRESNO CONCRETE CONSTRUCTION, INC.	Becerra, Ray	5450 S Villa Ave	Fresno, Ca 93725	559 834-2031	fresnoconcreteconst@yahoo.com	HISPANIC	M
G F GARCIA AND SONS, INC	Garcia, Alec F.	123 Park Ave.	Cayucos, Ca 93430	805 995-3548	gfgsi@attnet	HISPANIC	M
G SOSA CONSTRUCTION, INC	Sosa, Gregory	400 E. Clark Ave, Suite D	Orcutt, Ca 93455	805 934-3606	gsosainc@aol.com	ASIAN PAC	M
GR SUNDBERG, INC.	Sundberg Jr., Garth R.	5211 Boyd Road	Arcata, Ca 95521	707 825-6565	diane@grsinc.biz	NAT AM	M
GREGG SIMPSON TRUCKING	Watkins, Roberta	250 Lake Mendocino Dr	Ukiah, Ca 95482	707 468-1654	gregg.simpson@comcastnet	NON-MINORITY	F
HALF MOON BAY GRADING & PAVING	Giovannoni, Gary	1780 Higgins Canyon Road	Half Moon Bay, Ca 94019	650 726-3588	hmbpave@sbcgloabtnet	HISPANIC	M
HAMANAKA PAINTING CO.	Hamanaka, Glenn	1805 2nd Street, Suite A	Eureka, Ca 95501	707 444-3340	mutaba@northcoast.com	ASIAN PAC	M
HASKELL & HASKELL ENGINEERING & CONSTRUCTION SERVICE	Haskell, Shavon	17510 Ellen St	Knights Ferry, Ca 95361	209 881-3500	hhengcon@caltel.com	NON-MINORITY	F
HYDROTECH, INC.	Bement, Debra K.	155 Lyon Drive	Fernley, Nv 89408	775 575-4100	debra@htinc.biz	NON-MINORITY	F
J. FLORES CONSTRUCTION COMPANY	Jesus Flores,	4229 Mission Street	San Francisco, Ca 94112	415 337-2934		HISPANIC	M
J. MORAGA CONSTRUCTION, INC	Moraga, Jose	2857 Business Park Way	Merced, Ca 95348	209 388-9200	jmoraga@flash.net	HISPANIC	M
J.J.R. CONSTRUCTION	Raposo, Carlos	1120 Ninth Avenue	San Mateo, Ca 94402	650 343-6109	jirconstruction@aol.com	HISPANIC	M
JAMERSON CONSTRUCTION	Mitchell Jamerson,	827 Capitol Avenue	San Francisco, Ca 94112	415 334-6442		AFRICAN AMER	M
JONAS & ASSOCIATES, INC.	Jonas, Romena	1350 Arnold Drive, Suite #202	Martinez, Ca 94553	415 715-8725	romenag@jonasinc.com	ASIAN SUB	F
K R C SAFETY CO. INC.	Castro, Gary	7821 West Sunnyview	Visalia, Ca 93291	559 732-0393	garyc@krccsafety.com	NAT AM	M
K. W. EMERSON, INC.	Emerson, Emma Jean	413 West St. Charles Street	San Andreas, Ca 95249	209 754-3839	alison@lcwemerson.com	NON-MINORITY	F
KA'PEL CONSTRUCTION INC.	Robbins, Lance E.	141 Campbell Field Road	Hoopa, Ca 95546	530 625-5500	lrobbins@kapelconstruction.com	NAT AM	M
KEVILLE ENTERPRISES, INC.	Keville, Christine	475 School Street, Suite 11	Marshfield, Ma 2050	781 837-3884		NON-MINORITY	F
KRITZ EXCAVATING & TRUCKING, INC.	Kritz, Diane	415 Volpi Ysabel Road	Paso Robles, Ca 93446	805 239-2686	kritztrucking@gmaitcom	NON-MINORITY	F
KWAN WO IRONWORKS INC.	Kong, Florence	1383 Armstrong Ave.	San Francisco, Ca 94124	415 822-9628	florencek@kwanwo.com	ASIAN PAC	F
LABAT'S TREE CARE	Cole, Cheryl	1330 Veale Avenue	Martinez, Ca 94553	925 285-7741	labatstree@gmail.com	NON-MINORITY	F
M C CONSTRUCTION	Michael Andrew Chavez,	1019 Balmore Court	El Sobrante, Ca 94803	510 236-2114		HISPANIC	M
M J AVILA COMPANY, INC.	Avila, Mary Jo	7258 W. Rialto	Fresno, Ca 93723	559 846-7601	brucei@mjavila.com	HISPANIC	F
M. E. AVILA CONSTRUCTION CORPORATION	Avila, Michael	P.O. Box 6013	Atascadero, Ca 93423	805 462-1801	kellie@avilaconstruction.net	HISPANIC	M
M. S. LEE ENTERPRISES	Lee, Mon Son	1908 Coventry	Clovis, Ca 93611	559 217-4851	monslee@yahoo.com	ASIAN PAC	M
MARTIN GENERAL ENGINEERING INC	Martin, Tranquilino	12485 Quicksilver Drive	Rancho Cordova, Ca 95742	916 355-8101	amartin@martingeneratnet	HISPANIC	M
MASS X INC.	Foster, Jennifer	55 Shaw Avenue #105	Clovis, Ca 93612	559 472-3274	massx6@hotmail.com	NON-MINORITY	F
MC CULLOUGH CONSTRUCTION INC	Mccullough, Macky	57 Aldergrove Road	Arcata, Ca 95521	707 825-1014	macicymccullough@mcculloughconstructioninc.com	NAT AM	M
MENDOZA & ASSOCIATES	Mendoza, Richard J.	501 Second Street, Suite 330	San Francisco, Ca 94107	415 644-0180	bbp.watson@mendoza-associates.com	HISPANIC	M
MERCADE CONSTRUCTION & DEVELOPMENT INC.	Mercade, Jorge Luis	21168 Pokie Dr.	Soulsbyville, Ca 95372	209 586-7722	jorge@mercadedeco.com	HISPANIC	M
MGE ENGINEERING INC	Huang, H. Fred	7415 Greenhaven Drive, Suite 100	Sacramento, Ca 95831	916 421-1000	fhuang@mgeeng.com	ASIAN PAC	M
MLS CONSTRUCTION	Stanley To,	368 31st Avenue	San Francisco, Ca 94121	415 752-7521	stomls-office@yahoo.com	ASIAN PAC	M
MV CONSTRUCTION	Valdez, Manuel	Po Box 1575	Atwater, Ca 95301	209 756-5936	valdez05@gmail.com	HISPANIC	M
NIELSON CONSTRUCTION	Nielson, Diann	147 Camino Oruga	Napa, Ca 94558	707 253-8774	dnielson@nielsoninc.com	NON-MINORITY	F
NORTH STAR CONSTRUCTION & ENGINEERING, INC	Basrai, Iqbal	1282 Stabler Lane, Suite 630-109	Yuba City, Ca 95993	530 673-7080	contact@northstarconstruction.biz	ASIAN SUB	M
Newland Entities, Inc	Cervantes, Robert	335 Teegarden Avenue	Yuba City, Ca 95992	530 755-1178	rcervantes@newlandentities.com	HISPANIC	M

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
OLIVAS VALDEZ INC.	Valdez, Robert	4001 Main St #309	Vancouver, Wa 98663	360 225-7900	<a href="mailto:folivas@olivasvaldez.com">folivas@olivasvaldez.com</a> ; <a href="mailto:jarausz@olivasvaldez.com">jarausz@olivasvaldez.com</a>	HISPANIC	
P & A CONSTRUCTION	Pa, Charlie Yu-Hwa	493 Vienna Street	San Francisco, Ca 94112	415 334-7511	<a href="mailto:paconstructionco@gmail.com">paconstructionco@gmail.com</a>	ASIAN PAC	
PACIFIC UTILITY CONSTRUCTION	Souza, Joseph Edward	1350 E. Beamer Street	Woodland, Ca 95776	530 669-7812	<a href="mailto:jsouza@pacificutilityconstruction.com">jsouza@pacificutilityconstruction.com</a>	HISPANIC	
PARADIGM CONSTRUCTION	Mays, Steven	5321 Tersk Way	Elk Grove, Ca 95757	916 271-2623	<a href="mailto:steve@paradigmbuilt.com">steve@paradigmbuilt.com</a>	AFRICAN AMER	
PC&N CONSTRUCTION, INC	Plum, Christi	5301-F Byron Hot Springs Road	Byron, Ca 94514	925 634-4567	<a href="mailto:cplum@pcnconstructioninc.com">cplum@pcnconstructioninc.com</a>	NON-MINORITY	
PEREZ ASPHALT CONSTRUCTION LTD	Edwards, Kelly	2436 Oak Street Suite B	Bakersfield, Ca 93301	661 872-9093	<a href="mailto:kelly@perezasphalt.com">kelly@perezasphalt.com</a>	HISPANIC	
PRECISION CONCRETE, INC.	Escarzaga, Yolanda	1108 West Main Street	Santa Maria, Ca 93458	805 928-0957	<a href="mailto:pci84@aol.com">pci84@aol.com</a>	HISPANIC	
PROFESSIONAL CONCRETE SAWING INC.	Scott, David	P.O. Box 3348	Merced, Ca 95344	209 722-2226	<a href="mailto:davidscott@gvni.com">davidscott@gvni.com</a> ; cell 510-537-3781	AFRICAN AMER	
PSC ASSOCIATES, INC	Chan, Peter S.	1485 Bayshore Boulevard, # 309	San Francisco, Ca 94124	415 330-6100	<a href="mailto:pscsfca@aol.com">pscsfca@aol.com</a>	ASIAN PAC	
QUALITY ERECTORS & CONSTRUCTION, INC.	Jesse Esquivel,	3130 Bayshore Rd.	Benicia, Ca 94510	707 746-4198		HISPANIC	
QUIMU CONTRACTING, INC.	Quiroz, Miguel	695 Priddy Drive	Dixon, Ca 95620	707 693-0289	<a href="mailto:quimu@sbcgloabtnet">quimu@sbcgloabtnet</a>	HISPANIC	
R & C CONSTRUCTION	Garcia, Richard R.	2946 S. Elm Avenue	Fresno, Ca 93706	559 255-5655	<a href="mailto:randcconstruction@sbcgloabtnet">randcconstruction@sbcgloabtnet</a>	HISPANIC	
R & W CONCRETE CONTRACTORS, INC.	Rodrigues, Brian	360 Beach Road	Burlingame, Ca 94010	650 348-1450	<a href="mailto:brianr@pacbell.net">brianr@pacbell.net</a>	HISPANIC	
R N R CONSTRUCTION, INC	Gamer, Richard K.	8589 Thys Court	Sacramento, Ca 95828	916 379-0957	<a href="mailto:rich@mr-construction.com">rich@mr-construction.com</a> , <a href="mailto:brooke@mr-construction.com">brooke@mr-construction.com</a>	HISPANIC	
R T CONSTRUCTION, INC.	Rosalyn Rich,	1366 Westgate Lane	Penngrove, Ca 94951	-8896		NON-MINORITY	
R. E. SERRANO INC.	Serrano, Ricky	3430 Pacheco Blvd.	Martinez, Ca 94553	925 957-8184	<a href="mailto:rickv@reserrano.com">rickv@reserrano.com</a>	HISPANIC	
RAIL SURVEYORS AND ENGINEERS, INC.	Leong, Phil	1075 Old County Road, Suite D	Belmont, Ca 94002	650 637-9500	<a href="mailto:pleong@rsecorp.com">pleong@rsecorp.com</a>	ASIAN PAC	
RAM CONSTRUCTION & CONCRETE, INC.	Morris, Dianna	6914-A Downing Ave	Bakersfield, Ca 93308	661 589-4726	<a href="mailto:rambakersfield@yahoo.com">rambakersfield@yahoo.com</a>	NON-MINORITY	
RAMCO GENERAL ENGINEERING CONTRACTOR	Ramirez, Emilio	10545 Dale Road	Agua Dulce, Ca 91390	818 272-4221	<a href="mailto:ramco@socal.rr.com">ramco@socal.rr.com</a>	HISPANIC	
RAMCON ENGINEERING & ENVIRONMENTAL INC	Michael S. Ramos,	3751 Commerce Drive	West Sacramento, Ca 95691	916 372-7535	<a href="mailto:rollo@ramcon.com">rollo@ramcon.com</a>	HISPANIC	
ROADWAY CONSTRUCTION INC	Mohaghegh-Yardi, Reza	One Market Plaza Spear Tower	San Francisco, Ca 94105	415 293-8490	<a href="mailto:rvazdi05@gmail.com">rvazdi05@gmail.com</a>	ASIAN SUB	
ROCKIN' R GRADING & EXCAVATING	Robin Costa,	9637 Rodden Rd	Oakdale, Ca 95361	209 495-9521	<a href="mailto:robin@rockinrinc.com">robin@rockinrinc.com</a>	NON-MINORITY	
RODGERS CONST. & ENGINEERING CO., INC	Rodgers, Dan F.	1807 Navy Drive, Suite	Stockton, Ca 95206	209 464-5780	<a href="mailto:rcande@pacbell.net">rcande@pacbell.net</a>	NAT AM	
RT PLUMBING	Roger Tong,	440 Ralston Street	San Francisco, Ca 94132	415 239-8388		ASIAN PAC	
S CHAVES CONSTRUCTION, INC.	Chaves, Terri	711 Evans Road	San Luis Obispo, Ca 93401	805 543-9340	<a href="mailto:terri@schavesconstruction.com">terri@schavesconstruction.com</a>	HISPANIC	
S.T. RHOADES CONSTRUCTION, INC.	Rhoades, Steve	8585 Commercial Way	Redding, Ca 96002	530 223-9322	<a href="mailto:steve@strhoadesinc.com">steve@strhoadesinc.com</a>	NAT AM	
SANTOS EXCAVATING, INC.	Santos, George	643 W. 4th Avenue	Chico, Ca 95926	530 894-2274		HISPANIC	
SECURITY ELECTRIC INC.	Chen, Donald	1555 Yosemite Avenue, #44	San Francisco, Ca 94124	415 822-7238		ASIAN PAC	
SERNA CONSTRUCTION, INC.	Serna, Robert J.	5019E Nevada Ave	Fresno, Ca 93727	559 304-2197	<a href="mailto:semaconstruction@sbcgloabtnet">semaconstruction@sbcgloabtnet</a>	HISPANIC	
SHEPHARD MECHANICAL CONTRACTORS INC.	Smyth, Virginia	9210 Beatty Drive	Sacramento, Ca 95826	916 368-0110	<a href="mailto:colleen@shephardmechanical.com">colleen@shephardmechanical.com</a>	NON-MINORITY	
SIERRA COMMUNICATIONS & CONSTRUCTION, INC.	Ball, Tommy	3006 Trower Rd	Catheys Valley, Ca 95306	209 742-4948	<a href="mailto:tommy@sierracci.com">tommy@sierracci.com</a>	NAT AM	
SITE WORK SOLUTIONS, INC	Whitmer, George D.	2665 Bechelli Lane	Redding, Ca 96002	530 222-2229	<a href="mailto:gwhitmer@clearwire.net">gwhitmer@clearwire.net</a>	NAT AM	
SITWORKS CONSTRUCTION, INC	Desena, Kent	3634 Bickerstaff St	Lafayette, Ca 94549	925 284-1437	<a href="mailto:kdesena@linlczone.com">kdesena@linlczone.com</a>	ASIAN PAC	
SJD CONSTRUCTION INC.	Cunningham, Sandra	775 Wakefield Ct, Ste B	Oakdale, Ca 95361	209 847-8939	<a href="mailto:sidinc@att.net">sidinc@att.net</a>	NON-MINORITY	
SOUZA CONSTRUCTION INC	Souza, Manuel	586 S. Farmersville Blvd.	Farmersville, Ca 93223	559 747-7100		HISPANIC	
STAT-X GENERAL ENGINEERING	Altstatt, David	4217 Plemini Ct	Salida, Ca 95368	209 481-9008	<a href="mailto:david.altstatt@att.net">david.altstatt@att.net</a>	NAT AM	
STEVE DOVALI CONSTRUCTION, INC.	Dovali, Tim	8461 E. Olive	Fresno, Ca 93727	559	<a href="mailto:dovaliconstruction@gmail.com">dovaliconstruction@gmail.com</a>	HISPANIC	
STOLOSKI & GONZALEZ, INC.	Gonzalez, Robert	727 Main Street	Half Moon Bay, Ca 94019	650 726-7119	<a href="mailto:mthom@stoloskiqonzalez.com">mthom@stoloskiqonzalez.com</a>	HISPANIC	

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
STONY CREEK GENERAL ENGINEERING	Andrews, Luke	5321 County Rd 206	Orland, Ca 95963	530 526-3191	luke@stonycreekgeneralengineer ing.com	NAT AM	
SUBSURFACE ENVIRONMENTAL, INC.	Harris, Roxanne	3621 Scott Street	San Francisco, Ca 94123	415 346-3200	office@subsurf.com	NON-MINORITY	F
SUMMIT ASSOCIATES	Rice, Ken	2300 Clayton Road, Suite 1380	Concord, Ca 94520	925 363-5560	kensice@summitcm.com	ASIAN PAC	
SUULUTAAQ, INC - ALASKA NATIVE CORP	Crain, Tracy	827 Missouri Street, Suite 6	Fairfield, Ca 94533	707 427-3209	tracy.crain@suulutaaq.com	NAT AM	
T2 ENGINEERING	Nguyen, Tuan	1176 Pino Solo Drive	Santa Maria, Ca 93455	805 264-0086	tnntnn6@verizon.net	ASIAN PAC	
THUNDER ELECTRIC, INC.	Jaylene Mullins,	584 Castro Street	San Francisco, Ca 94114	415 255-9473		NON-MINORITY	F
TRIANGLE D ENTERPRISES, INC. DBA ODYSSEY ENGINEERING AND EXP	Lofts, Cody	19515 Road 24	Madera, Ca 93638	559 674-4608	odvssevblasting@yahoo.com	NON-MINORITY	F
TROY'S CONTRACTING	Reese, Troy	3026 San Bruno Avenue, Suite B	San Francisco, Ca 94134	415 468-9066		AFRICAN AMER	M
UDB ENTERPRISES, INC	Jackson, Neil	217 W. Fyffe Ave Suite 143	Stockton, Ca 95203	209 462-1160	vilario76@gmail.com	HISPANIC	
URBAN FIELD GROUP	Mummert, Kristine	1201 Mariposa Street	San Francisco, Ca 94107	415 844-0530	krissy@urbanfieldgroup.com	NON-MINORITY	F
UTILITY CONSTRUCTION COMPANY, INC	Nickum, Suzette	19442 E. Warner Rd	Mesa, Az 85212	480 654-3100	suzette@utilityconstructionco.co m	NON-MINORITY	F
V & G BUILDERS	Valdez, Jeronimo Antonio	4350 N. Palm	Fresno, Ca 93704	559 805-9015	jtonyvaldez@hotmail.com	HISPANIC	
VELIS ENGINEERING, INC	Benites, Cynthia	1929 Industrial Way	Sanger, Ca 93657	559 876-0029	cbenites@verizon.net	HISPANIC	
VINTAGE PAVING COMPANY, INC.	Carbahal, Edward	119 Main Street	Winters, Ca 95694	530 795-0132	edc@vintagepavingco.com	HISPANIC	
WALLACE STRUCTURES	Wallace, Eric	2515 Tawndale Ln	Hydesville, Ca 95547	707 834-4992	wallacestr@aol.com	HISPANIC	
WILLIAMS CONCRETE ENGINEERING	Williams, Paul A.	2920 Cedar Ave	Morro Bay, Ca 93442	805 778-4807		AFRICAN AMER	M
WK MCLELLAN COMPANY	Miller, Rita	254 Sears Point Road	Petaluma, Ca 94954	707 763-2407	ritam@wkmdellan.com	NON-MINORITY	F
YICK ELECTRIC COMPANY, INC	Lau, King	1235 Stockton Street	San Francisco, Ca 94133	415 982-1717		ASIAN PAC	
A P S I CONSTRUCTION MANAGEMENT	Apte, Ashok	8885 Research Drive	Irvine, Ca 92618	949 679-0202	ashok.apte@apsicm.com	ASIAN SUB	
A. M. CONSTRUCTION ENGINEERING, INC.	Mendieta, Ramon	12622 Glen Street	Garden Grove, Ca 92840	714 305-7263	maribel.carbaia17@yahoo.com	HISPANIC	
ACCORD ENGINEERING, INC	Cheng, David	2923 Pullman Street	Santa Ana, Ca 92705	714 241-7200	dcheng@accordeng.com	ASIAN PAC	
ACCU CONSTRUCTION INC	Yum, Dennis	1526 Brookhollow Drive, Suite 76	Santa Ana, Ca 92705	714 641-4730	accu@accuconst.com	ASIAN PAC	
AMERICA PACIFIC CONSTRUCTION	Seghal, Ashish	201 Laurel Ave. #13	Brea, Ca 92821	559 577-9999	apconstruction09@gmail.com	ASIAN SUB	
CINDY TRUMP INC DBA LINDY'S COLD PLANING		625 S. Mountain View	La Habra, Ca 90631			NON-MINORITY	F
CIVILEARTH	Meng, Peter	17390 Drake Street	Yorba Linda, Ca 92886	714 996-6986	pmeng@civilearth.com	ASIAN PAC	
DAWSON MAULDIN CONSTRUCTION, INC.	Dawson, Sandra	9842 Hot Springs Dr.	Huntington Beach, Ca 92646	714 378-1533	sandradawson@dawson-mauld in .com	NON-MINORITY	F
DELTECH ENGINEERING, INC	Abili, (Mr.) Ebbiteanga I.	1701 E. Edinger Avenue, Suite A3-4	Santa Ana, Ca 92705	714 495-9755	abili@deltechengineering inc.com	AFRICAN AMER	M
DREAMBUILDER	Singh, Anurag	1324 E Lawson Ln.	Placentia, Ca 92870	714 646-3697	dreambuilder.construction@gmail .com	ASIAN SUB	
ELITE COMPANIES US, INC	Hernandez, Joseph H.	15321 La Salle Lane	Huntington Beach, Ca 92647	714 716-6196	jhemandez@elitecompanies.us	HISPANIC	
GOLDEN SUN CONSTRUCTION, INC	Yip, Meiling	25371 Mustang Drive	Laguna Hills, Ca 92653	949 380-9797	gscon@cox.net	ASIAN PAC	
JESMAR CONSTRUCTION	Hernandez, Jesus	2528 North Oakmount Avenue	Santa Ana, Ca 92706	714 972-2665	jesmarboring@sbcglobal.net	HISPANIC	
LINDY'S COLD PLANING	Trump, Cindy D.	625 S. Mountain View	La Habra, Ca 90631	714 720-8289	wegrindasphalt@aol.com	NON-MINORITY	F
MARRS SERVICES, INC.	Chaudhary, Rubina	340 E. Commonwealth Avenue	Fullerton, Ca 92832	714 213-8650	rubina@marrscore.com	ASIAN SUB	
N B G CONSTRUCTION SERVICES	Nichols, Allen	14 Cuervo Street	Rncho Sta Margarita, Ca 92688	949 283-5757	nickofoc@cox.net	AFRICAN AMER	M
PACRIM ENGINEERING	Kok, Amy	233 W. Cerritos Avenue	Anaheim, Ca 92805	714 683-0470	pliu@pasrimengineering.com	ASIAN PAC	
PAUL A MOOTE & ASSOCIATES	Knitter, Marjorie	1516 Brookhollow Dr.	Santa Ana, Ca 92705	714 751-5557	mknitter@moote.com	NON-MINORITY	F
PAULA. MOOTE & ASSOCIATES, INC.	Knitter, Marjorie	1516 Brookhollow Drive	Santa Ana, Ca 92705	714 751-5557	mknitter@moote.com	NON-MINORITY	F
SARAKKI ASSOCIATES	Sarakki, Venu	9841 Irvine Center Drive, Suite 203	Irvine, Ca 92618	949 851-3000	vsarakki@sarakki.com	ASIAN SUB	
TWO BROTHERS CONSTRUCTION CO.	Kim, Doug	7299 Orangethorpe Ave.	Buena Park, Ca 90621	714 521-7006	2broscopany@sbcglobal.net	ASIAN PAC	

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
ASAP GENERAL ENGINEERING	Ybarra, Anselmo	1747 Benedetto Point	Perris, Ca 92571	951 229-5952	<a href="mailto:asapgeneng@aol.com">asapgeneng@aol.com</a>	HISPANIC	
BLANCO CONSTRUCTION	Blanco, Leonardo	4435 Carlson Place	Riverside, Ca 92503	951 250-6692	<a href="mailto:lawym2004@aol.com">lawym2004@aol.com</a>	HISPANIC	
CONTERA CONSTRUCTION CORP.	Varela, Cristy Lee	28545 Old Town Front St., Suite 201	Temecula, Ca 92590	951 695-2800	<a href="mailto:cylaughsalot@aol.com">cylaughsalot@aol.com</a>	HISPANIC	
CRE8IVE ENGINEERING INC	Castro, Regina	77-770 Country Club Dr., Suite D	Palm Desert, Ca 92211	760 200-8889	<a href="mailto:cre8iveengineering@gmail.com">cre8iveengineering@gmail.com</a>	HISPANIC	
CT CONCRETE CUTTING INC.	Tompkins, Christopher	26341 Jefferson Ave. Unit B	Murrieta, Ca 92562	951 698-7745	<a href="mailto:ctandco@verizon.net">ctandco@verizon.net</a>	HISPANIC	
DIVERSIFIED LANDSCAPE CO.	Morales, Vikki	33801 Washington Street	Winchester, Ca 92596	951 926-7444	<a href="mailto:vicki@diversifiedlandscape.com">vicki@diversifiedlandscape.com</a>	NON-MINORITY	
FALCON ENGINEERING SERVICES INC.	Faqih, Maha	1020 Aquino Circle	Corona, Ca 92879	951 768-9419	<a href="mailto:mfaqih@falcon58.com">mfaqih@falcon58.com</a>	NON-MINORITY	
POWER GRADE, INC	Brock, Tammie	6694 Swiss Court	Corona, Ca 92860	909 947-5191	<a href="mailto:tammie@powergradeinc.com">tammie@powergradeinc.com</a>	NON-MINORITY	
ROBERT'S BACKHOE SERVICE, INC.	Cervantes, Robert	32987 Turtle Dove Drive	Lake Elsinore, Ca 92530	909 678-0813	<a href="mailto:rbsi1997@yahoo.com">rbsi1997@yahoo.com</a>	HISPANIC	
THE LOPEZ GROUP CONTRACTORS INC	Lopez, Steve C	29971 Nuevo Rd	Nuevo, Ca 92567	951 928-0695	<a href="mailto:steve@thelopezgroup.net">steve@thelopezgroup.net</a>	HISPANIC	
UDBE STEEL	Beltran, Romeo	5214 Westerfield Street	Riverside, Ca 92509	951 529-3359	<a href="mailto:udbestee12011@gmail.com">udbestee12011@gmail.com</a>	ASIAN PAC	
A.F. VALDIVIA & SONS GENERAL ENGINEERING CONST. CO	Valdivia, Freddy Alfred	1554 E. Brockton Avenue	Redlands, Ca 92374	909 389-9183	<a href="mailto:bovzzzz4@aol.com">bovzzzz4@aol.com</a>	HISPANIC	
ALBERT WILSON & ASSOCIATES	Onumonu, Chidi	7866 Henbane Street	Rancho Cucamonga, Ca 91739	909 483-4876	<a href="mailto:chidi@albertwilsontra.com">chidi@albertwilsontra.com</a>	AFRICAN AMER	M
BRAVO PACIFIC, INC.	Marmolejo, Edward	11818 Fairway Drive	Yucaipa, Ca 92399	909 915-8391	<a href="mailto:bravopacific@hotmail.com">bravopacific@hotmail.com</a>	HISPANIC	
C G O CONSTRUCTION COMPANY	Ojuri, Charles	3100 East Cedar Street #14	Ontario, Ca 91761	909 930-5581	<a href="mailto:cgoconst2@msn.com">cgoconst2@msn.com</a>	AFRICAN AMER	
H & H INDUSTRIES	Sumpter, Harold	17475 Jackson Drive	Fontana, Ca 92336	909 350-8211	<a href="mailto:info@hhindustries.us">info@hhindustries.us</a>	AFRICAN AMER	
LNA CONCRETE STRUCTURES, INC.	Mr. Heliodoro Garcia,	15455 Tern Street	Chino Hills, Ca 91709	909 393-1493		HISPANIC	
M D C CONSTRUCTION AND ENVIRONMENTAL, INC.	Ricardo, Mark	4268 Sierra Vista Drive	Chino Hills, Ca 91709	714 397-8048	<a href="mailto:mark@mdccande.com">mark@mdccande.com</a>	HISPANIC	
MCC EQUIPMENT RENTALS, INC.	Perkins, Jennifer	32389 Dunlap Boulevard	Yucaipa, Ca 92399	909 795-9300	<a href="mailto:accounting@mccpipeline.com">accounting@mccpipeline.com</a>	HISPANIC	
NEW LEGACY DEVELOPMENT CORP	Carcelen, Jose	14040 Slover Ave	Fontana, Ca 92337	951 992-6903	<a href="mailto:jc8020@msn.com">jc8020@msn.com</a>	HISPANIC	
NORIEGA PIPELINE, INC.	Noriega, Joseph	13052 Whittram Avenue	Rancho Cucamonga, Ca 91739	909 463-4882	<a href="mailto:noriegav@sbcglobal.net">noriegav@sbcglobal.net</a>	HISPANIC	
ORTIZ ASPHALT PAVING, INC	Ortiz, Bruce	382 East Orange Show Road	San Bernardino, Ca 92408	909 386-1200	<a href="mailto:bruceatoriz@aol.com">bruceatoriz@aol.com</a>	HISPANIC	
BANAGA CONSTRUCTION, INC	Banaga, Frank	1264 Stagecoach Trail Loop	Chula Vista, Ca 91915	619 922-8570	<a href="mailto:frank@kiteclimbers.com">frank@kiteclimbers.com</a>	HISPANIC	
BERT W SALAS, INC.	Salaz, Bob E.	10769 Woodside Avenue, Suite 201	Santee, Ca 92071	619 562-7711	<a href="mailto:bsalaz@bertsalasinc.com">bsalaz@bertsalasinc.com</a>	HISPANIC	
CAP CONSTRUCTION	Thornburg, Patricia	12570 Slaughterhouse Canyon Road	Lakeside, Ca 92040	619 619-8572	<a href="mailto:pattielaine@cox.net">pattielaine@cox.net</a>	NON-MINORITY	
CLASS 1 CONSTRUCTION	Shakoor, Rashad	5026 Palin Avenue	San Diego, Ca 92114	619 453-7343	<a href="mailto:classwone@yahoo.com">classwone@yahoo.com</a>	AFRICAN AMER	
CREST EQUIPMENT, INC	Belio, Wendi	13783 Hwy 8 Bus.	Lakeside, Ca 92040	619 444-5061	<a href="mailto:belio@sbcglobal.net">belio@sbcglobal.net</a>	NAT AM	
DANIELS ENGINEERING & CONSTRUCTION, INC	Daniel, James	2537 N. Stagecoach Lane	Fallbrook, Ca 92028	760 822-0752	<a href="mailto:james-daniel@msn.com">james-daniel@msn.com</a>	ASIAN SUB	
DCN CORPORATION	Nwanagu, David	2123 Sea Island Place	San Marcos, Ca 92078	619 253-4247	<a href="mailto:dcnconstruction@yahoo.com">dcnconstruction@yahoo.com</a>	AFRICAN AMER	
DIMURE CORP	Murali, Dina	3842 Avenida Johanna	La Mesa, Ca 91941	619 647-3996	<a href="mailto:dm3mlm@me.com">dm3mlm@me.com</a>	ASIAN PAC	
ELKEN CONTRACTING, INC	Castro, Maria E.	1540 Pioneer Way #200	El Cajon, Ca 92020	619 698-1168	<a href="mailto:maria@elkencontracting.com">maria@elkencontracting.com</a>	HISPANIC	
FRONT LINE CONSTRUCTION, INC.	Ortiz, Jose	9144 Palomino Ridge Dr	Lakeside, Ca 92040	619 995-2830	<a href="mailto:1msqf03@cox.net">1msqf03@cox.net</a>	HISPANIC	
INTERWEST PACIFIC, LTD.	Nickolaisen, Jack	990 Highland Dr. Ste. 212	Solana Beach, Ca 92075	858 259-2062	<a href="mailto:office@interwestpacific.com">office@interwestpacific.com</a>	HISPANIC	
J. C. ENVIRONMENTAL COMPANY, INC	Caro, Juan	2650 Hoover Ave., Suite D	National City, Ca 91950	619 477-4416	<a href="mailto:jcaro@jc-environmental.com">jcaro@jc-environmental.com</a>	HISPANIC	
NRG BUILDING AND CONSULTING, INC.	Fisher, Sandra	2223 Honey Springs Rd.	San Diego, Ca 91935	619 504-3013	<a href="mailto:joy@nrgbac.com">joy@nrgbac.com</a>	NON-MINORITY	
OLYMPIC ENGINEERING CONSTRUCTION	Espinonza, Gustavo	2805 Moreno Blvd #8	San Diego, Ca 92117	619 764-8190	<a href="mailto:olympticus@yahoo.com">olympticus@yahoo.com</a>	HISPANIC	
PAYCO SPECIALTIES, INCORPORATED	Llewellyn, Rebecca	120 North Second Ave.	Chula Vista, Ca 91910	619 422-9204	<a href="mailto:rebecca@payco.biz">rebecca@payco.biz</a>	NON-MINORITY	
PETIL CONSTRUCTION & ENGINEERING, INC.	Petil, Eduardo	2827 Hoover Ave., Ste E & F	National City, Ca 91950	619 962-8389	<a href="mailto:netedwmp@netscape.net">netedwmp@netscape.net</a>	ASIAN PAC	

<b>FIRM</b>	<b>CONTACT</b>	<b>ADDRESS</b>	<b>CITY, STATE ZIP</b>	<b>PHONE</b>	<b>EMAIL</b>	<b>ETHNICITY</b>	<b>M/F</b>
PORTILLO CONCRETE	Portillo, Mario	3527 Citrus Street	Lemon Grove, Ca 91945	619 466-4639	<a href="mailto:mportillo@portilloconcreteinc.com">mportillo@portilloconcreteinc.com</a>	HISPANIC	
R & Z CONSTRUCTION, INC	Zajdel, Margaret	12523 Cloudesly Dr.	San Diego, Ca 92128	858 583-1691	<a href="mailto:mzk@roadrunner.com">mzk@roadrunner.com</a>	NON-MINORITY	F
RAP ENGINEERING, INC	Perez, Robert	420 Olive Avenue	Vista, Ca 92083	760 233-2980	<a href="mailto:rperez@rapenginc.com">rperez@rapenginc.com</a>	HISPANIC	
RICHARD BRADY & ASSOCIATES	Richard D. Brady,	3710 Ruffin Road	San Diego, Ca 92123	858 496-0500	<a href="mailto:rbrady@rbrady.net">rbrady@rbrady.net</a>	HISPANIC	
SALUD CONSTRUCTION INC	Salud, David	5612 Adelaide Ave	San Diego, Ca 92115	619 892-1178	<a href="mailto:david@saludconstr-inc.com">david@saludconstr-inc.com</a>	ASIAN PAC	
TRANSTAR PIPELINE, INC	Brito, Cynthia S.	4094 Tambor Rd	San Diego, Ca 92124	858 565-4089	<a href="mailto:transpipe@aol.com">transpipe@aol.com</a>	HISPANIC	
TRI-COUNTY DRILLING, INC	Sheryl Peterson Duddle,	9631 Candida Street	San Diego, Ca 92126	858 271-0099	<a href="mailto:shervlp@tcdrilling.com">shervlp@tcdrilling.com</a>	NON-MINORITY	F
XING, INC	Sun, Xinghua	8880 Gainsborough Ave	San Diego, Ca 92129	858 412-9842	<a href="mailto:xinginc@hotmail.com">xinginc@hotmail.com</a>	ASIAN PAC	
AMERICAN TACTICAL CONSTRUCTION COMPANY, INC.	Daniels, Meredith	2033 Gateway Place, Suite 500	San Jose, Ca 95110	408 573-6803	<a href="mailto:mdaniels@atconstr.com">mdaniels@atconstr.com</a>	NON-MINORITY	F
AMLAND CORP	Phan, Kevin Bao	3168 Knights Bridge Rd	San Jose, Ca 95132	408 929-3949	<a href="mailto:kevinphan@amlandcorp.com">kevinphan@amlandcorp.com</a>	ASIAN PAC	
DEENSGROUP CONSTRUCTION	Deen, Hajaah M.	2175 The Alameda, Suite 100	San Jose, Ca 95126	408 345-3860	<a href="mailto:deensgroup@aol.com">deensgroup@aol.com</a>	ASIAN SUB	
DIAZ CORPORATION	Diaz, James F.	1858 Almaden Road #7	San Jose, Ca 95125	408 445-6140	no email please	HISPANIC	
LONE STAR LANDSCAPE, INC	Samaniego, Robert	1910 E. San Martin Avenue	San Martin, Ca 95046	408 682-0100	<a href="mailto:bob@lonestarland.net">bob@lonestarland.net</a>	HISPANIC	
NORCAL GENERAL CONSTRUCTION CORP	Phan, Kenny	555 E Capital Ave	Milpitas, Ca 95035	408 886-0335	<a href="mailto:norcalgeneralconstruction@yahoo.com">norcalgeneralconstruction@yahoo.com</a>	ASIAN PAC	
SPIRIT ROAD OILS	Janet E. Simas,	16490 Vineyard Boulevard	Morgan Hill, Ca 95037	408 465-2270	<a href="mailto:jan@spiritroad oils.com">jan@spiritroad oils.com</a>	NAT AM	
PRE-CON PRODUCTS LTD.	Zarraonandia, David	240 Los Angeles Avenue	Simi Valley, Ca 93065	805 527-0841	<a href="mailto:dzarraonandia@pre-conproducts.com">dzarraonandia@pre-conproducts.com</a>	HISPANIC	
SHARMA CONTRACTORS, INC	Wise, Jeanine	13840 Princeton Avenue	Moorpark, Ca 93021	805 532-1141	<a href="mailto:iwise@sharmacontractors.com">iwise@sharmacontractors.com</a>	ASIAN SUB	
SUPER SEAL & STRIPE, INC	Hampton-Ortiz, Brenda	310 A Street	Fillmore, Ca 93015	805 524-7345	<a href="mailto:brenda@supersealandstripe.com">brenda@supersealandstripe.com</a>	NON-MINORITY	F
TREM WELL CONSTRUCTION, INC.	Cho, Steve	4685 East Industrial Street, Unit 3k	Simi Valley, Ca 93063	805 582-1213	<a href="mailto:scho@tremwellconstruction.com">scho@tremwellconstruction.com</a>	ASIAN PAC	

### **238110 - Poured Concrete Foundation and Structure Contractors**

149

ABS L CONSTRUCTION	Allende, Luis M.	29393 Pacific St	Hayward, Ca 94544	510 727-0900	<a href="mailto:daryl@abslconstruction.com">daryl@abslconstruction.com</a>	HISPANIC	
BELLOT CONSTRUCTION CORP.	Bellot, Lumack	8033 Ney Avenue	Oakland, Ca 94605	510 562-4190	<a href="mailto:bellotccp@gmail.com">bellotccp@gmail.com</a>	AFRICAN AMER	M
BELMONTE'S CONCRETE SERVICE	Ricardo, Belmonte	4356 Coliseum Way	Oakland, Ca 94601	510 384-5686		HISPANIC	
CALIFORNIA PLATINUM PROPERTIES	Russell, Henry	425 Euclid Avenue	Oakland, Ca 94610	510 220-4565	<a href="mailto:henry@calppinc.com">henry@calppinc.com</a>	AFRICAN AMER	M
EMPIRE ENGINEERING & CONSTRUCTION, INC.	Burch, Clifton	675 Hegenberger Road Ste. 216	Oakland, Ca 94621	510 632-6500	<a href="mailto:cburch@empireconstructionsfirm.com">cburch@empireconstructionsfirm.com</a>	AFRICAN AMER	M
FANFA, INC.	Fanfa, Joseph	2401 Grant Avenue	San Lorenzo, Ca 94580	510 278-8410	<a href="mailto:dbgriffin@fanfainc.com">dbgriffin@fanfainc.com</a>	HISPANIC	
FCS STRIPING, SEALING AND PAVING, INC.	Seoane, Ines	206 Thrasher Avenue	Livermore, Ca 94551	925 373-6205	<a href="mailto:inesseoane@fcs-ssp.com">inesseoane@fcs-ssp.com</a>	HISPANIC	
FOCON, INC	Seals, Michael	610 16th Street, Suite 501	Oakland, Ca 94612	510 465-6319	<a href="mailto:mseals@foconinc.com">mseals@foconinc.com</a>	AFRICAN AMER	M
FREMONT REINFORCING STEEL	Vazquez, Ares	4104 Polaris Avenue	Union City, Ca 94587	510 429-0198	<a href="mailto:fremontreinforcing@gmail.com">fremontreinforcing@gmail.com</a>	HISPANIC	
KILLGORE INDUSTRIES	Killgore, Keith	909 Marina Village Parkway, #197	Alameda, Ca 94501	510 715-4863	<a href="mailto:killgoreind@earthlink.net">killgoreind@earthlink.net</a>	NAT AM	
LUKATE COMPANY LLC	Williams, Earl	932 A Street	Hayward, Ca 94541	510 568-2560	<a href="mailto:llukate_construct@attnet">llukate_construct@attnet</a>	AFRICAN AMER	M
MONROE TRUCKING	Brooks, Monroe	1024 90th Avenue	Oakland, Ca 94603	510 569-5625		AFRICAN AMER	M
A & P DEVELOPMENT & CONSTRUCTION, INC.	Ocampo, Peter	3555 Voyager Street, Suite B	Torrance, Ca 90503	310 793-2310	<a href="mailto:pocampo@ap-construction.com">pocampo@ap-construction.com</a>	HISPANIC	
ACTIVE BUILDERS & REMODELING	Gray, Phillip	4068 Crenshaw Blvd., #7	Los Angeles, Ca 90008	310 629-1063	<a href="mailto:b2design@aol.com">b2design@aol.com</a>	AFRICAN AMER	M
AFFORDABLE GENERATOR SERVICES, INC.	Garcia, Gilberto Jr.	15523 Blackburn Avenue	Norwalk, Ca 90650	562 864-6563	<a href="mailto:gil@ags.la">gil@ags.la</a>	HISPANIC	
ALAMEDA CONSTRUCTION SERVICES, INC.	Ramsey, Kevin	2528 East 125th Street	Compton, Ca 90222	310 635-3277	<a href="mailto:kramsey@alamedaconstruction.com">kramsey@alamedaconstruction.com</a>	AFRICAN AMER	M
D L N ENTERPRISE, INC.	Navarro, Daniel	27138 Diamondhead Lane	Rancho Palos Verdes, Ca 90275	877 342-3472	<a href="mailto:dnconcrete@aol.com">dnconcrete@aol.com</a>	HISPANIC	
DOMINGUEZ CONSTRUCTION COMPANY, INC.	Dominguez, Rudolfo	16029 Arrow Hwy, Suite B	Irwindale, Ca 91702	626 962-5000	<a href="mailto:rsi@dominguezconstr.com">rsi@dominguezconstr.com</a>	HISPANIC	
EAGLE ENGINEERING & DEVELOPMENT, INC.	Ramirez, William	216 Toby Way	Pomona, Ca 91767	909 444-5566	<a href="mailto:bramirez@eagleengdev.com">bramirez@eagleengdev.com</a>	HISPANIC	

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
EL CAMINO CONSTRUCTION & ENGINEERING CORP.	Guajardo, Miguel	810 Roswell Avenue	Long Beach, Ca 90804	562 433-1000	<a href="mailto:miguel@elcaminoconeng.com">miguel@elcaminoconeng.com</a>	HISPANIC	M
GERONIMO CONCRETE, INC.	Lopez, Lidia	4560 N. Huntington Dr.	Los Angeles, Ca 90032	323 225-2016	<a href="mailto:geronimo_concerte@sbcglobal.net">geronimo_concerte@sbcglobal.net</a>	HISPANIC	M
GRAPEVINE CONSTRUCTION, INC.	Perez, Richard	1024 North Maclay #1	San Fernando, Ca 91340	818 361-6655	<a href="mailto:grapevineconst@yahoo.com">grapevineconst@yahoo.com</a>	HISPANIC	
J E M A CONSTRUCTION, INC.	Liu, Hsueh-Hui (Andy)	5040 Heintz Street	Baldwin Park, Ca 91706	626 962-0888	<a href="mailto:jemainc@yahoo.com">jemainc@yahoo.com</a>	ASIAN PAC	
J N A BUILDERS, INC.	Antonio, Joseph N.	3549 El Caminito	La Crescenta, Ca 91214	818 281-5262	<a href="mailto:jnabuildersinc@gmail.com">jnabuildersinc@gmail.com</a>	ASIAN PAC	
LARRY BROWN CONSTRUCTION CO., INC.	Faynsod, Irma	6500 W. 87th Street	Westchester, Ca 90045	310 572-7500	<a href="mailto:lbconst@aol.com">lbconst@aol.com</a>	HISPANIC	
LITTLE POTATO INC.	Wortham, Reginald	1037 W. 45th St.	Los Angeles, Ca 90037	323 718-6730	<a href="mailto:inspectoreq26@gmail.com">inspectoreq26@gmail.com</a>	AFRICAN AMER	
M3 SERVICES	Burnett, Lauryn	6955 La Tijera Blvd. Ste. A	Los Angeles, Ca 90045	310 665-1600	<a href="mailto:info@m-3services.com">info@m-3services.com</a>	AFRICAN AMER	
MAX OUT INC.	Edison Sr., Roderick	1215 John Reed Court	City Of Industry, Ca 91745	626 934-8014	<a href="mailto:redison@maxoutinc.biz">redison@maxoutinc.biz</a>	AFRICAN AMER	
MOJAM INCORPORATED	Scott, Maurice	9349 E. Avenue S	Littlerock, Ca 93543	661 526-7121	<a href="mailto:mojam@roadrunner.com">mojam@roadrunner.com</a>	AFRICAN AMER	
PK CONSTRUCTION	King, Zhan Paul	2502 El Sol	Altadena, Ca 91001	626 773-6963	<a href="mailto:zkingpk81@gmail.com">zkingpk81@gmail.com</a>	AFRICAN AMER	
RIO JORDAN CONSTRUCTION	Soto, Jordan	7432 Lemoran Ave	Pico Rivera, Ca 90660	562 942-0228	<a href="mailto:jordan@riojordaninc.com">jordan@riojordaninc.com</a>	HISPANIC	
SAMROD CORPORATION	Rodriguez, Michael	151 East Ave., H-8	Lancaster, Ca 93535	661 945-3602	<a href="mailto:mrodriguez@samrodcorp.com">mrodriguez@samrodcorp.com</a>	HISPANIC	
TEC MANAGEMENT CONSULTANTS INC	Coffey, Timothy	7600 World Way West	Los Angeles, Ca 90045	213 598-1285	<a href="mailto:kfuller@teccm.com">kfuller@teccm.com</a>	AFRICAN AMER	
U.S. CONCRETE CONSTRUCTION, INC	Salazar, Ulises	30634 Hasley Cyn. Road	Castaic, Ca 91384	661 259-3522	<a href="mailto:les@us-concrete.net">les@us-concrete.net</a>	HISPANIC	
V A P CONSTRUCTION INC	Prasad, Arvind	16425 Illusion Way	La Mirada, Ca 90638	714 253-3270	<a href="mailto:vapconstructioninc@gmail.com">vapconstructioninc@gmail.com</a>	ASIAN SUB	
A C DIKE CO	Mc Clain, Georgette	2788 Venture Dr.	Lincoln, Ca 95648	916 645-7747	<a href="mailto:email@acdike.com">email@acdike.com</a>	NON-MINORITY	
A S CONTRACTORS, INC.	Smith, Deni	5347 Cole Road	Mariposa, Ca 95338	209 742-6684	<a href="mailto:deni@sti.com">deni@sti.com</a>	NON-MINORITY	
A.J. VASCONI GEREAL ENGINEERING	Vasconi, Andrew J.	1820 Galindo Street, Suite 275	Concord, Ca 94520	925 691-9400	<a href="mailto:aj@aivasconi.com">aj@aivasconi.com</a>	HISPANIC	
ARGUELLO CONCRETE CONSTRUCTION	Arguello, Chris	5753 N. Mariposa	Fresno, Ca 93710	559 779-3068	<a href="mailto:arguelloconcrete@sbcglobalnet">arguelloconcrete@sbcglobalnet</a>	HISPANIC	
AUSTIN ENTERPRISE	Austin, Patti	13421 Snow Road	Bakersfield, Ca 93314	661 589-1001	<a href="mailto:paustin@austin-enterprise.com">paustin@austin-enterprise.com</a>	HISPANIC	
AZUL WORKS INC	Hernandez, Sandra Rocio	205 13th Street No. 3138	San Francisco, Ca 94103	415 939-8208	<a href="mailto:rocio@azulworks.com">rocio@azulworks.com</a>	HISPANIC	
BC SCHMIDT CONSTRUCTION, INC.	Schmidt, Carrie	P.O. Box 1557	Williams, Ca 95987	530 473-5423	<a href="mailto:carrie@hangarbuilders.com">carrie@hangarbuilders.com</a>	NON-MINORITY	
BURKE CONSTRUCTION	Burke, Michael J.	4421 Tennessee Drive	Shingle Springs, Ca 95682	530 876-1009	<a href="mailto:burkebid@gmail.com">burkebid@gmail.com</a>	NAT AM	
CAL-CON PUMPING, LLC	Berry, Julie	2270 Palou Avenue	San Francisco, Ca 94124	415 401-9838	<a href="mailto:jb.calcon@mac.com">jb.calcon@mac.com</a>	NON-MINORITY	
CALI CONCRETE	Valderamma, Gustavo	117 Mugsy Avenue	Bakersfield, Ca 93307	661 398-8143	<a href="mailto:gusto@caliconcrete.com">gusto@caliconcrete.com</a>	HISPANIC	
CE GREEN INC.	Green, Carole E.	6105 Main Avenue	Orangevale, Ca 95662	916 365-4925	<a href="mailto:carole@cegi-us.com">carole@cegi-us.com</a>	NON-MINORITY	
CLEAR CREEK CONSTRUCTION	Hamden, Adam	570 Julian Street	Redding, Ca 96003	530 224-1430	<a href="mailto:clearcreekadam@gmail.com">clearcreekadam@gmail.com</a>	NAT AM	
COMMAND PERFORMANCE CONSTRUCTORS, INC.	Hernandez, Priscilla	3346 Olive Avenue	Signal Hill, Ca 90755	562 997-9410	<a href="mailto:gengineering@hotmail.com">gengineering@hotmail.com</a>	HISPANIC	
CONTECH CONCRETE TECHNIQUES, INC	Garcia, Jim	5819 E. Harvard	Fresno, Ca 93727	559 251-8818	<a href="mailto:contechq@gmail.com">contechq@gmail.com</a>	HISPANIC	
D & D CONCRETE CONSTRUCTION CO	Williams, Denise	9237 Little Creek Circle	Stockton, Ca 95210	209 992-2267	<a href="mailto:denise7431@yahoo.com">denise7431@yahoo.com</a>	AFRICAN AMER	
DAVID ENGINEERING CONSTRUCTION	David, Oscar	6344 Nugget Drive	Foresthill, Ca 95631	530 367-3508	<a href="mailto:odavid@ftcnet.net">odavid@ftcnet.net</a>	AFRICAN AMER	
DOD CONSTRUCTION	Dickerson, Derrick	3501 Edison Highway	Bakersfield, Ca 93307	661 366-8000	<a href="mailto:derrickd@dodconstruction.com">derrickd@dodconstruction.com</a> <a href="mailto:dodconstruction@yahoo.com">dodconstruction@yahoo.com</a>	AFRICAN AMER	
DON GARCIA EXCAVATING & PAVING, INC.	Garcia, Michael	2020 E Street	South Lake Tahoe, Ca 96150	530 577-0558	<a href="mailto:dgarcia287@aol.com">dgarcia287@aol.com</a>	HISPANIC	
EAGLE ENGINEERING AND CONSTRUCTION, INC	Brooks, Curtis	1175 Palomar Drive	Redwood City, Ca 94062	650 367-8000	<a href="mailto:clbrooks@sbcglobal.net">clbrooks@sbcglobal.net</a>	AFRICAN AMER	
EASTMONT BUILDERS	Booker, Ian510	5216 "A" Wall Avenue	Richmond, Ca 94804	510 534-5282	<a href="mailto:eastmontbuilders@yahoo.com">eastmontbuilders@yahoo.com</a>	AFRICAN AMER	
ERA CONSTRUCTION INC.	Avila, Enrique	319 Willard Ave.	Richmond, Ca 94801	510 830-5955	<a href="mailto:mich1064@aol.com">mich1064@aol.com</a>	HISPANIC	
F. FERRANDO & COMPANY	Marshall, Marvella	1537 Mission Road	South San Francisco, Ca 94080	650 756-2800	<a href="mailto:fferrando1537@sbcglobal.net">fferrando1537@sbcglobal.net</a>	NON-MINORITY	
FRANCIES ELECTRIC, INC.	Francies Jr., Leon	3420 Rio Grande	Bakersfield, Ca 93313	661 809-4175	<a href="mailto:francieselectric@yahoo.com">francieselectric@yahoo.com</a>	AFRICAN AMER	

<b>FIRM</b>	<b>CONTACT</b>	<b>ADDRESS</b>	<b>CITY, STATE ZIP</b>	<b>PHONE</b>	<b>EMAIL</b>	<b>ETHNICITY</b>	<b>M/F</b>
FRANK MEDINA GENERAL ENGINEERING CONTRACTOR	Medina, Frank	10096 Ahart Road	Oroville, Ca 95966	530 743-0744	roxanne.medina@attnet	HISPANIC	
FRESNO CONCRETE CONSTRUCTION, INC.	Becerra, Ray	5450 S Villa Ave	Fresno, Ca 93725	559 834-2031	fresnoconcreteconst@yahoo.com	HISPANIC	
G F GARCIA AND SONS, INC	Garcia, Alec F.	123 Park Ave.	Cayucos, Ca 93430	805 995-3548	gfgsi@attnet	HISPANIC	
G SOSA CONSTRUCTION, INC	Sosa, Gregory	400 E. Clark Ave, Suite D	Orcutt, Ca 93455	805 934-3606	gsosainc@aol.com	ASIAN PAC	
G.O.D. & SONS CONCRETE	Marquez, Cain	1722 Dewitt	Sanger, Ca 93657	559 240-1408	cainmarquez@yahoo.com	HISPANIC	
GO RUSH CONCRETE	Escobar, Orlando	13121 Street	Sanger, Ca 93657	559 647-7679	gorush71@yahoo.com	HISPANIC	
HARRIS DEVELOPMENT CORPORATION	Harris Ili, Robert	1840 Shaw #105-8	Clovis, Ca 93611	559 797-1642	rharriscorp@gmail.com	AFRICAN AMER	
HASKELL & HASKELL ENGINEERING & CONSTRUCTION SERVICE	Haskell, Shavon	17510 Ellen St	Knights Ferry, Ca 95361	209 881-3500	hhengcon@caltel.com	NON-MINORITY	
JULIO A. HALLACK, INC.	Hallack, Julio A.	3130 Fulkerth Rd	Turlock, Ca 95380	209 667-9391	hallackj@concretebyhallack.com	HISPANIC	
K & G CONCRETE INC	Guillory, Herman (Keaven)	2564 La Croix Dr.	Roseville, Ca 95661	916 216-1623	keaven@kgconcretepumping.com	AFRICAN AMER	
K R C SAFETY CO. INC.	Castro, Gary	7821 West Sunnyview	Visalia, Ca 93291	559 732-0393	garyc@krccsafety.com	NAT AM	
KERN COUNTY CUSTOM CONCRETE	Fuentez, Mr. Jerry M.	4916 College Ave	Bakersfield, Ca 93306	661 872-4602		HISPANIC	
LARIOS AND SONS	Larios, Luis	792 Turquoise Drive	Hercules, Ca 94547	510 385-2425		HISPANIC	
LG GENERAL CONTRACTORS, INC.	Guajardo, Joe	3512 53rd Street	Sacramento, Ca 95820	916 452-0971	lgcontractorsinc@gmail.com	HISPANIC	
M C CONSTRUCTION	Michael Andrew Chavez,	1019 Balmore Court	El Sobrante, Ca 94803	510 236-2114		HISPANIC	
M. HERNANDEZ CONSTRUCTION INC	Hernandez, Mariano	850 Rankin Street	San Francisco, Ca 94124	415 824-4731	mariano@hernandez-engineering.com	HISPANIC	
M. E. AVILA CONSTRUCTION CORPORATION	Avila, Michael	P.O. Box 6013	Atascadero, Ca 93423	805 462-1801	kellie@avilaconstruction.net	HISPANIC	
M. S. LEE ENTERPRISES	Lee, Mon Son	1908 Coventry	Clovis, Ca 93611	559 217-4851	monslee@yahoo.com	ASIAN PAC	
MAGNATEX, INC.	Palmer, Joyce	2520 Ridgeman Court	Louisville, Ky 40207	502 493-0558	gkeyes@magnatexinc.com	AFRICAN AMER	
MARK WALLACE MASONRY	Wallace, Mark	1795 Industrial Drive	Auburn, Ca 95603	530 885-7852	mwm@foothill.net	HISPANIC	
MLS CONSTRUCTION	Stanley To,	368 31st Avenue	San Francisco, Ca 94121	415 752-7521	stomls-office@yahoo.com	ASIAN PAC	
MOTHERLODE CONCRETE CONSTRUCTION	Foster, Jr., Glenn	90 Gold Dust Trail	Sutter Creek, Ca 95685	209 223-2663	motherlodeconcrete@att.net	NAT AM	
NOR-CAL PUMP & WELL DRILLING, INC.	Harkrishan, Heer	1325 Barry Road	Yuba City, Ca 95993	530 674-5861	norcalpump@yahoo.com	ASIAN SUB	
OLIVAS VALDEZ INC.	Valdez, Robert	4001 Main St #309	Vancouver, Wa 98663	360 225-7900	folivas@olivasvaldez.com; jarauz@olivasvaldez.com	HISPANIC	
ON THE LEVEL CONCRETE	Jones, Eric	1485 Bayshore Blvd #317	San Francisco, Ca 94124	415 407-3695	onthelevelconcrete@yahoo.com	AFRICAN AMER	
P & A CONSTRUCTION	Pa, Charlie Yu-Hwa	493 Vienna Street	San Francisco, Ca 94112	415 334-7511	paconstructionco@gmail.com	ASIAN PAC	
PANIAGUA CONSTRUCTION INC.	Paniagua, Eduardo	176 Randall Street	San Francisco, Ca 94131	415 824-4198	elena_asturias@yahoo.com	HISPANIC	
PRECISION CONCRETE, INC.	Escarzaga, Yolanda	1108 West Main Street	Santa Maria, Ca 93458	805 928-0957	pci84@aol.com	HISPANIC	
PROFESSIONAL CONCRETE SAWING INC.	Scott, David	P.O. Box 3348	Merced, Ca 95344	209 722-2226	davidscott@qvni.com; cell 510-537-3781	AFRICAN AMER	
QUIMU CONTRACTING, INC.	Quiroz, Miguel	695 Priddy Drive	Dixon, Ca 95620	707 693-0289	quimu@sbcgloabtnet	HISPANIC	
R & C CONSTRUCTION	Garcia, Richard R.	2946 S. Elm Avenue	Fresno, Ca 93706	559 255-5655	randcconstruction@sbcgloabtnet	HISPANIC	
R & R SERVICE CONTRACTORS, INC	Harris, Robert	1526 Clovis Ave. Ste C-200	Clovis, Ca 93612	559 352-6463	robh@rrserviceinc.com	AFRICAN AMER	
R N R CONSTRUCTION, INC	Gamer, Richard K.	8589 Thys Court	Sacramento, Ca 95828	916 379-0957	rich@mr-construction.com; brooke@mr-construction.com	HISPANIC	
RAM CONSTRUCTION & CONCRETE, INC.	Morris, Dianna	6914-A Downing Ave	Bakersfield, Ca 93308	661 589-4726	rambakersfield@yahoo.com	NON-MINORITY	
RAMCO GENERAL ENGINEERING CONTRACTOR	Ramirez, Emilio	10545 Dale Road	Agua Dulce, Ca 91390	818 272-4221	ramco@socal.rr.com	HISPANIC	
RAMCON ENGINEERING & ENVIRONMENTAL INC	Michael S. Ramos,	3751 Commerce Drive	West Sacramento, Ca 95691	916 372-7535	rollo@ramcon.com	HISPANIC	
RELIANCE CONSTRUCTION COMPANY, INC.	Pachika, Mamatha Reddy	201 Sand Creek Rd., Suite L-A	Brentwood, Ca 94513	925 303-3027		ASIAN SUB	
S.T. RHOADES CONSTRUCTION, INC.	Rhoades, Steve	8585 Commercial Way	Redding, Ca 96002	530 223-9322	steve@strhoadesinc.com	NAT AM	

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
SANTOS EXCAVATING, INC.	Santos, George	643 W. 4th Avenue	Chico, Ca 95928	530 894-2274		HISPANIC	
SCHOTKA CONSTRUCTION INC	Schotka, Diane	5555 Napa Vallejo Hwy	American Canyon, Ca 94503	707 265-6977	<a href="mailto:dschotka@aol.com">dschotka@aol.com</a>	NON-MINORITY	F
SERNA CONSTRUCTION, INC.	Serna, Robert J.	5019E Nevada Ave	Fresno, Ca 93727	559 304-2197	<a href="mailto:semaconstruction@sbcglobal.net">semaconstruction@sbcglobal.net</a>	HISPANIC	
SITEWORKS CONSTRUCTION, INC	Desena, Kent	3634 Bickerstaff St	Lafayette, Ca 94549	925 284-1437	<a href="mailto:kdesena@linkzone.com">kdesena@linkzone.com</a>	ASIAN PAC	
SJD CONSTRUCTION INC.	Cunningham, Sandra	775 Wakefield Ct, Ste B	Oakdale, Ca 95361	209 847-8939	<a href="mailto:sjdinc@att.net">sjdinc@att.net</a>	NON-MINORITY	F
STEVE DOVALI CONSTRUCTION, INC.	Dovali, Tim	8461 E. Olive	Fresno, Ca 93727	559	<a href="mailto:dovaliconstruction@gmail.com">dovaliconstruction@gmail.com</a>	HISPANIC	
STONE CONCEPTS, INC	Stone, Nathan	96 Six Flags Circle	Buellton, Ca 93427	805 331-4121	<a href="mailto:stone_concepts@verizon.net">stone_concepts@verizon.net</a>	NAT AM	
TNT INDUSTRIAL CONTRACTORS, INC	Twist, Randy	3600 51st Avenue	Sacramento, Ca 95823	916 395-8400	<a href="mailto:paula@tntindustrial.com">paula@tntindustrial.com</a>	NAT AM	
UNITED CONCRETE PUMPING LLC	Modena, Jeanette	Star Route 1 Box 17	San Gregorio, Ca 94074	650 726-4524	<a href="mailto:unitedconcrete@sbcglobal.net">unitedconcrete@sbcglobal.net</a>	NON-MINORITY	F
V & G BUILDERS	Valdez, Jeronimo Antonio	4350 N. Palm	Fresno, Ca 93704	559 805-9015	<a href="mailto:jtonyvaldez@hotmail.com">jtonyvaldez@hotmail.com</a>	HISPANIC	
WHITE'S CUSTOM CONSTRUCTION	White, Bart	1529 Michener Dr	Roseville, Ca 95747	916 284-1680	<a href="mailto:whitescustom@yahoo.com">whitescustom@yahoo.com</a>	AFRICAN AMER	M
WILLIAMS CONCRETE ENGINEERING	Williams, Paul A.	2920 Cedar Ave	Morro Bay, Ca 93442	805 778-4807		AFRICAN AMER	M
WOOD VALLEY CONCRETE, INC	Figueroa, Jose A.	1813 Homestead Way	Woodland, Ca 95776	707 334-0506	<a href="mailto:tfig@woodvalleyconcrete.com">tfig@woodvalleyconcrete.com</a>	HISPANIC	
CD MONTGOMERY INC.	Montgomery, Carley	1077 Pch, #186	Seal Beach, Ca 90740	562 826-2983	<a href="mailto:cmontgomery@cdmiconstruction.com">cmontgomery@cdmiconstruction.com</a>	NON-MINORITY	F
DREAMBUILDER	Singh, Anurag	1324 E Lawson Ln.	Placentia, Ca 92870	714 646-3697	<a href="mailto:dreambuilder.construction@gmail.com">dreambuilder.construction@gmail.com</a>	ASIAN SUB	
EXCEL CONCRETE BREAKING, INC.	Harder, Marilyn	5039 Eureka Avenue	Yorba Linda, Ca 92886	714 528-9235	<a href="mailto:rlharder@aol.com">rlharder@aol.com</a>	NON-MINORITY	F
GOLDEN SUN CONSTRUCTION, INC	Yip, Meiling	25371 Mustang Drive	Laguna Hills, Ca 92653	949 380-9797	<a href="mailto:gscon@cox.net">gscon@cox.net</a>	ASIAN PAC	
GRANITEX CONSTRUCTION, CO, INC	Harris, Janet	185 E. Paularino Ave. Suite D	Costa Mesa, Ca 92626	714 424-0622	<a href="mailto:jbrown@granitexconst.com">jbrown@granitexconst.com</a>	NON-MINORITY	F
LUCAS BUILDERS, INC.	Silva, Saman	4020 N. Palm Street #206	Fullerton, Ca 92835	310 853-0690	<a href="mailto:sam@lucascompany.com">sam@lucascompany.com</a>	ASIAN SUB	
THE MOSS COMPANY	Moss, Lisa	15301 Connector Lane	Huntington Beach, Ca 92647	714 899-9509	<a href="mailto:lmoss@mshconstruction.com">lmoss@mshconstruction.com</a>	NON-MINORITY	F
TRI-BORING, INC.	Aguinaga, Robert John	331 Highland Court	La Habra, Ca 90631	562 697-7172	<a href="mailto:triboring@hotmail.com">triboring@hotmail.com</a>	HISPANIC	
TWO BROTHERS CONSTRUCTION CO.	Kim, Doug	7299 Orangethorpe Ave.	Buena Park, Ca 90621	714 521-7006	<a href="mailto:2broscopany@sbcglobal.net">2broscopany@sbcglobal.net</a>	ASIAN PAC	
MASCORRO CONCRETE CONSTRUCTION, INC.	Mascorro, Gina	72-290 Quarry Trail #1	Thousand Palms, Ca 92276	760 343-1243	<a href="mailto:gina@mascorroconcrete.com">gina@mascorroconcrete.com</a>	HISPANIC	
R. DUGAN CONSTRUCTION	Dugan, Christina	6157 Marlatt Street	Mira Loma, Ca 91752	951 360-7531	<a href="mailto:brandon@rduganconst.com">brandon@rduganconst.com</a>	HISPANIC	
RD CONSTRUCTION GENERAL ENGINEERING, INC.	Diaz, Ruben	1026 Meadow View Court	Corona, Ca 92880	951 279-5020	<a href="mailto:rdconst69@netzero.com">rdconst69@netzero.com</a>	HISPANIC	
THE LOPEZ GROUP CONTRACTORS INC	Lopez, Steve C	29971 Nuevo Rd	Nuevo, Ca 92567	951 928-0695	<a href="mailto:steve@thelopezgroup.net">steve@thelopezgroup.net</a>	HISPANIC	
A.F. VALDIVIA & SONS GENERAL ENGINEERING CONST. CO	Valdivia, Freddy Alfred	1554 E. Brockton Avenue	Redlands, Ca 92374	909 389-9183	<a href="mailto:bovzzzz4@aol.com">bovzzzz4@aol.com</a>	HISPANIC	
BRAVO PACIFIC, INC.	Marmolejo, Edward	11818 Fairway Drive	Yucaipa, Ca 92399	909 915-8391	<a href="mailto:bravopacific@hotmail.com">bravopacific@hotmail.com</a>	HISPANIC	
BWW & COMPANY	Wilson, Bobby W.	301 9th Street, Suite 106a	Redlands, Ca 92374	909 268-8516	<a href="mailto:b-w-w@live.com">b-w-w@live.com</a>	AFRICAN AMER	M
GARCON CONSTRUCTION, INC	Garcia, Gabriel	4975 W. Phillips St	Ontario, Ca 91762	909 591-8601	<a href="mailto:garcon@garconconstruction.com">garcon@garconconstruction.com</a>	HISPANIC	
LNA CONCRETE STRUCTURES, INC.	Mr. Heliodoro Garcia,	15455 Tern Street	Chino Hills, Ca 91709	909 393-1493		HISPANIC	
LOVEX GENERAL ENGINEERING CORPORATION	Lovett, Lori R.	Po Box 1968	Wrightwood, Ca 92397	760 249-5428	<a href="mailto:lovettexcavating@earthlink.net">lovettexcavating@earthlink.net</a>	NON-MINORITY	F
M D C CONSTRUCTION AND ENVIRONMENTAL, INC.	Ricardo, Mark	4268 Sierra Vista Drive	Chino Hills, Ca 91709	714 397-8048	<a href="mailto:mark@mdccande.com">mark@mdccande.com</a>	HISPANIC	
BERT W SALAS, INC.	Salaz, Bob E.	10769 Woodside Avenue, Suite 201	Santee, Ca 92071	619 562-7711	<a href="mailto:bsalaz@bertsalasinc.com">bsalaz@bertsalasinc.com</a>	HISPANIC	
BLACK IPO	Stemley, Wendell	6125 Imperial Avenue	San Diego, Ca 92114	619 804-1376	<a href="mailto:wrstemley@aol.com">wrstemley@aol.com</a>	AFRICAN AMER	M
BLOOM GENERAL CONSTRUCTION	Bloom, Bill	17119 West Bernardo Drive, Unit #107	San Diego, Ca 92127	858 449-7671	<a href="mailto:bbloom@bloomgeneral.com">bbloom@bloomgeneral.com</a>	ASIAN PAC	



<b>FIRM</b>	<b>CONTACT</b>	<b>ADDRESS</b>	<b>CITY, STATE ZIP</b>	<b>PHONE</b>	<b>EMAIL</b>	<b>ETHNICITY</b>	<b>M/F</b>
CAP CONSTRUCTION	Thornburg, Patricia	12570 Slaughterhouse Canyon Road	Lakeside, Ca 92040	619 619-8572	<a href="mailto:pattielaine@cox.net">pattielaine@cox.net</a>	NON-MINORITY	F
CREST EQUIPMENT, INC	Belio, Wendi	13783 Hwy 8 Bus.	Lakeside, Ca 92040	619 444-5061	<a href="mailto:belio@sbcglobal.net">belio@sbcglobal.net</a>	NAT AM	F
DCN CORPORATION	Nwanagu, David	2123 Sea Island Place	San Marcos, Ca 92078	619 253-4247	<a href="mailto:dcnconstruction@yahoo.com">dcnconstruction@yahoo.com</a>	AFRICAN AMER	M
DE LA FUENTE CONSTRUCTION, INC.	Diaz De La Fuente, Jorge	737 Marbella Circle	Chula Vista, Ca 91910	619 750-7333	<a href="mailto:jdiaz@dlfci.com">jdiaz@dlfci.com</a>	HISPANIC	M
INTERWEST PACIFIC, LTD.	Nickolaisen, Jack	990 Highland Dr. Ste. 212	Solana Beach, Ca 92075	858 259-2062	<a href="mailto:office@interwestpacific.com">office@interwestpacific.com</a>	HISPANIC	M
L C PAVING & SEALING, INC.	Salinas, Jose	996 Borden Rd.	San Marcos, Ca 92069	760 752-1743	<a href="mailto:marisa@lcpaving.com">marisa@lcpaving.com</a>	HISPANIC	M
MORELLO CONCRETE CONSTRUCTION, INC	Morello, Cynthia A.	8534 Hubbies Lane	Santee, Ca 92071	619 596-5400	<a href="mailto:cindymorello@yahoo.com">cindymorello@yahoo.com</a>	NON-MINORITY	F
OLYMPIC ENGINEERING CONSTRUCTION	Espinonza, Gustavo	2805 Moreno Blvd #8	San Diego, Ca 92117	619 764-8190	<a href="mailto:olympicgus@yahoo.com">olympicgus@yahoo.com</a>	HISPANIC	M
P. A. WILSON, INC.	Wilson, Patrick	9485 La Cuesta Dr	La Mesa, Ca 91941	619 303-3551	<a href="mailto:pawilsoninc@gmail.com">pawilsoninc@gmail.com</a>	NAT AM	M
PORTILLO CONCRETE	Portillo, Mario	3527 Citrus Street	Lemon Grove, Ca 91945	619 466-4639	<a href="mailto:mportillo@portilloconcreteinc.com">mportillo@portilloconcreteinc.com</a>	HISPANIC	M
RUBIO'S CONCRETE, INC.	Rubio, Humberto	725 Belvia Lane	Chula Vista, Ca 91911	619 424-6960	<a href="mailto:rubios1@yahoo.com">rubios1@yahoo.com</a>	HISPANIC	M
USA CONSTRUCTION	Ramirez, Peter B.	1954 Meridian Avenue	San Jose, Ca 95125	408 210-1968	<a href="mailto:usaconstruction1@sbcglobal.net">usaconstruction1@sbcglobal.net</a>	HISPANIC	M
A A & P CONTRACTORS, INC	Pillado, Joaquin, Jr.	1506 Lirio Avenue	Saticoy, Ca 93004	805 647-1806		HISPANIC	M
PRE-CON PRODUCTS LTD.	Zarraonandia, David	240 Los Angeles Avenue	Simi Valley, Ca 93065	805 527-0841	<a href="mailto:dzarraonandia@pre-conproducts.com">dzarraonandia@pre-conproducts.com</a>	HISPANIC	M
SHARMA CONTRACTORS, INC	Wise, Jeanine	13840 Princeton Avenue	Moorpark, Ca 93021	805 532-1141	<a href="mailto:jwise@sharmacontractors.com">jwise@sharmacontractors.com</a>	ASIAN SUB	M
SUPER SEAL & STRIPE, INC	Hampton-Ortiz, Brenda	310 A Street	Fillmore, Ca 93015	805 524-7345	<a href="mailto:brenda@supersealandstripe.com">brenda@supersealandstripe.com</a>	NON-MINORITY	F
TREMWEEL CONSTRUCTION, INC.	Cho, Steve	4685 East Industrial Street, Unit 3k	Simi Valley, Ca 93063	805 582-1213	<a href="http://scho@tremwellconstruction.com">scho@tremwellconstruction.com</a>	ASIAN PAC	M
<b>238910 - Site Preparation Contractors</b>			<b>204</b>				
ABS L CONSTRUCTION	Allende, Luis M.	29393 Pacific St	Hayward, Ca 94544	510 727-0900	<a href="http://daryl@abslconstruction.com">daryl@abslconstruction.com</a>	HISPANIC	M
ACT GENERAL BUILDING CONSTRUCTION	Tolmo, Miguel510	3906 Allendale Avenue	Oakland, Ca 94619	510 532-3957	<a href="mailto:act@act4construction.com">act@act4construction.com</a>	HISPANIC	M
AMERICAN PRECISION BUILDERS	Cherry, Louis	1321 Santa Clara Avenue	Alameda, Ca 94501	510 827-7684	<a href="mailto:louis@apbconstruction.com">louis@apbconstruction.com</a>	AFRICAN AMER	M
BELMONTE'S CONCRETE SERVICE	Ricardo, Belmonte	4356 Coliseum Way	Oakland, Ca 94601	510 384-5686		HISPANIC	M
CALIFORNIA PLATINUM PROPERTIES	Russell, Henry	425 Euclid Avenue	Oakland, Ca 94610	510 220-4565	<a href="mailto:henry@calppinc.com">henry@calppinc.com</a>	AFRICAN AMER	M
CHARLIE B GLOBAL CONSTRUCTION CLEAN UP	Christian, Camille	450 Burma Road	Oakland, Ca 94607	510 395-5291	<a href="mailto:clean-up@hotmail.com">clean-up@hotmail.com</a>	AFRICAN AMER	F
FANFA, INC.	Fanfa, Joseph	2401 Grant Avenue	San Lorenzo, Ca 94580	510 278-8410	<a href="mailto:dbgriffin@fanfainc.com">dbgriffin@fanfainc.com</a>	HISPANIC	M
FOCON, INC	Seals, Michael	610 16th Street, Suite 501	Oakland, Ca 94612	510 465-6319	<a href="mailto:mseals@foconinc.com">mseals@foconinc.com</a>	AFRICAN AMER	M
KILLGORE INDUSTRIES	Killgore, Keith	909 Marina Village Parkway, #197	Alameda, Ca 94501	510 715-4863	<a href="mailto:killgoreind@earthlink.net">killgoreind@earthlink.net</a>	NAT AM	M
LAVELL WATER TRUCK SERVICE	Lavell, Michael	1162 Aderdeen Avenue	Livermore, Ca 94550	510 772-2220	<a href="mailto:bubbleed@aol.com">bubbleed@aol.com</a>	NAT AM	M
LAWRENCE FORD CONSTRUCTION COMPANY INC.	Ford, Lawrence	346 Grand Avenue, Suite 100	Oakland, Ca 94610			AFRICAN AMER	M
LUKATE COMPANY LLC	Williams, Earl	932 A Street	Hayward, Ca 94541	510 568-2560	<a href="mailto:llukate_construct@attnet">llukate_construct@attnet</a>	AFRICAN AMER	M
MAGNATEK	Baltazar, Osni	2683 Leconte Ave.	Berkeley, Ca 94709	510 386-9886	<a href="mailto:osni@magnatek.org">osni@magnatek.org</a>	HISPANIC	M
SUAREZ & MUNOZ CONSTRUCTION, INC.	Suarez, Eduardo	20975 Cabot Blvd.	Hayward, Ca 94545	510 782-6065	<a href="mailto:john@suarezmunoz.com">john@suarezmunoz.com</a>	HISPANIC	M
TEAR-N-IT UP DEMOLITION INC	Cervantes Sr, Gualdalupe	3209 Castro Valley Boulevard, #5	Castro Valley, Ca 94536	510 887-7103	<a href="mailto:teamitupdemo@aol.com">teamitupdemo@aol.com</a>	HISPANIC	M
TRI VALLEY WATER TRUCKS, INC.	Bolyard, Stacey	1122 El Rio Court	Livermore, Ca 94551	510 390-4030	<a href="mailto:trivalleywatertrucks@yahoo.com">trivalleywatertrucks@yahoo.com</a>	NON-MINORITY	F
A & P DEVELOPMENT & CONSTRUCTION, INC.	Ocampo, Peter	3555 Voyager Street, Suite B	Torrance, Ca 90503	310 793-2310	<a href="mailto:pocampo@ap-construction.com">pocampo@ap-construction.com</a>	HISPANIC	M
A TO Z BUILDING, INC.	Vu, Nhan	921 W 223rd Street	Torrance, Ca 90502	310 320-0009	<a href="mailto:nhan@atozbuilding.com">nhan@atozbuilding.com</a>	ASIAN PAC	F
ADVANTAGE DEMOLITION AND GRADING, INC	Dalton, Michelle	19819 Blythe St	Winnetka, Ca 91306	818 477-2074	<a href="mailto:advantagedg@yahoo.com">advantagedg@yahoo.com</a>	AFRICAN AMER	F
AMCON DEVELOPMENT, INC.	Cho, Tina	16035 Phoenix Drive,	City Of Industry, Ca 91745	626 369-5845	<a href="mailto:tina@amcondev.com">tina@amcondev.com</a>	ASIAN PAC	M
ANDERSEN ENVIRONMENTAL CONSULTING	Ironi, Dennis	5261 West Imperial Highway	Los Angeles, Ca 90045	310 854-6300		ASIAN SUB	M
AVIS CONSTRUCTION	Anyaga, Johnson	Po Box 401	Inglewood, Ca 90306	310 719-7038	<a href="mailto:avisconstruction@msn.com">avisconstruction@msn.com</a>	AFRICAN AMER	F

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
BARRAZA & SONS HEAVY EQUIPMENTS	Martinez, Lupe	1545 S. Sydney Drive	Commerce, Ca 90040	323 981-9190	barrazaandsons@sbcglobalnet	HISPANIC	
C-1 CONSTRUCTION CORP	Kim, Won	3454 W. 1st Street Ste. #2	Los Angeles, Ca 90004	213 365-2123	sue.kim@c1construction.com	ASIAN PAC	
CITIWIDE ENGINEERING, INC	June, Daniel Yh	1959 S. Hoover Street	Los Angeles, Ca 90007	213 368-4287	daniel@union-ccc.com	ASIAN PAC	
E. JASPER WRKG. (DEMO) & TRKG	Lynn Jasper,	9326 S. Vermont Ave.	Los Angeles, Ca 90044	323 754-9877		AFRICAN AMER	
ERIC'S BACKHOE SERVICE	Serrano, Eric	4780 Mary Hill Road	Acton, Ca 93510	661 269-2222		HISPANIC	
EXBON DEVELOPMENT, INC.	Lee, Janet	13432 Aclare Street,	Cerritos, Ca 90703	562 777-8900	info@exbon.com	ASIAN PAC	
GRAPEVINE CONSTRUCTION, INC.	Perez, Richard	1024 North Maclay #1	San Fernando, Ca 91340	818 361-6655	grapevineconst@yahoo.com	HISPANIC	
INTERIOR DEMOLITION INC	Molina, George	2621 Honolulu Ave	Montrose, Ca 91020	818 249-4932	maria@interiordemolition.net	HISPANIC	
INTERPHASE ENVIRONMENTAL, INC.	Williams, Rose M.	6200 Peachtree Street,	Los Angeles, Ca 90040	323 278-7700	office@interphase-inc.com	ASIAN PAC	
J E M A CONSTRUCTION, INC.	Liu, Hsueh-Hui (Andy)	5040 Heintz Street	Baldwin Park, Ca 91706	626 962-0888	jemainc@yahoo.com	ASIAN PAC	
J N A BUILDERS, INC.	Antonio, Joseph N.	3549 El Caminito	La Crescenta, Ca 91214	818 281-5262	inabuildersinc@gmail.com	ASIAN PAC	
LITTLE POTATO INC.	Wortham, Reginald	1037 W. 45th St.	Los Angeles, Ca 90037	323 718-6730	inspectoreg26@gmail.com	AFRICAN AMER	
PELESA INC.	Bermudez, Deborah	1153 Green Street	Glendale, Ca 91205	818 247-5163	leasha5@aol.com	HISPANIC	
SHIP-DTS	Vobecky, Marie Bianca	440 W. Sierra Madre Ave.	Glendora, Ca 91741	626 818-7402	bianca@shipdts.com	AFRICAN AMER	
SUKAN, INC.	Desatoff, Suzanne	18412 Farjardo Street	Rowland Heights, Ca 91748	626 854-9467	suzanne@sukaninc.com	NON-MINORITY	
THOMAS LAND CLEARING	Thomas, Willie	2008 Canal Avenue	Long Beach, Ca 90810	562 436-6325	tic.demo@verizon.net; jesdbes1@verizon.net	AFRICAN AMER	
TODD CONSTRUCTION & DEMOLITION	Todd, Delores	2432 Caspian Avenue	Long Beach, Ca 90810	562 595-1041	todd.constructiondemo@verizon. net	AFRICAN AMER	
UNITED TRAFFIC SERVICES & SUPPLY, INC.	Pina, Dora	14000 E. Valley Blvd.	City Of Industry, Ca 91746	626 961-5736	dora@unitedtraffic.net	HISPANIC	
6 RIVERS CONSTRUCTION, INC.	Grant, Zane E Jr	200 Redwood Grove Rd	Hoopa, Ca 95546	530 515-7563	sixrivers95546@hotmail.com	NAT AM	
A & S GRADING SERVICES, INC.	Smith, Al	1089 N. Garfield	Fresno, Ca 93722	559 276-2328	smith_3867@msn.com	AFRICAN AMER	
A C DIKE CO	Mc Clain, Georgette	2788 Venture Dr.	Lincoln, Ca 95648	916 645-7747	email@acdike.com	NON-MINORITY	
AJ EXCAVATION	Emmett, Alisa	9662 W. Kearney Blvd	Fresno, Ca 93706	559 360-7959	al isa@movendirt.com	NON-MINORITY	
ALL-CAL DEMOLITION	Trujillo, Robert	2621 Tierra Grande Circle	Sacramento, Ca 95827	916 369-6286	demo1@comcastnet	HISPANIC	
ALLEN GILL CONSTRUCTION, INC.	Gill, Allen	20633 Gas Point Road, Suite B2	Cottonwood, Ca 96022	530 547-4334	tgill@frontiernet.net	NAT AM	
ANTHONY'S LASER LEVELING	Avila, Mary Jo & Anthony	7258 W. Rialto Avenue	Fresno, Ca 93723	559 846-7608	aavila7777@gmail.com	HISPANIC	
AP LAND DEVELOPMENTS	Acosta, Mauricio	8920 Sunset Avenue, Suite E	Fair Oaks, Ca 95628	916 863-1979	macosta@goapland.com	HISPANIC	
AS DESIGN INC. DBA ASPHALT DESIGN BY JUAN GOMEZ	Gomez, Patsy	4061 W. Belmont	Fresno, Ca 93722	559 276-0447	patsy_gomez2002@yahoo.com	HISPANIC	
AXNER EXCAVATING, INC	Barnes, Julie	2900 Old Oregon Trail	Redding, Ca 96003	530 222-0539	julieb@axnerexcavating.com, axner@shasta.com	NON-MINORITY	F
BELLAGIO LANDSCAPING	Cuadros, Edward A.	15204 E. Annadale	Sanger, Ca 93657	559 217-8295	bellagiolands@aol.com	OTHER	
BURKE CONSTRUCTION	Burke, Michael J.	4421 Tennessee Drive	Shingle Springs, Ca 95682	530 676-1009	burkebid@gmail.com	NAT AM	
CAL VALLEY CONSTRUCTION, INC.	Avila, Shelley	6275 W. Bullard	Fresno, Ca 93722	559 274-0300	shelleya@calvalleyconstruction.c om	NON-MINORITY	
CHARLIE'S CUSTOM EXCAVATING, INC	Jurin, Charles	21113 Gilbert Drive	Redding, Ca 96002	530 221-3626	office@ccexcavatinginc.com	NAT AM	
CLEAR CREEK CONSTRUCTION	Hamden, Adam	570 Julian Street	Redding, Ca 96003	530 224-1430	clearcreekadam@gmail.com	NAT AM	
COMMUNITY TREE SERVICE, INC	Spotts, Ronald	831 Walker Street	Watsonville, Ca 95076	831 763-2391	communitytreeservice320@gmail .com	HISPANIC	
COOKS AND SON INC.	Henderson Jr., Charles E.	4134 Odie Lane	Santa Maria, Ca 93455	805 934-2705	cooks_son@mail.com	AFRICAN AMER	
D L CONSTRUCTION	Luong, Dat	5460 W Ramona	Fresno, Ca 93722	559 275-8339	dlconstruction@hotmail.com	ASIAN PAC	
DAVID ENGINEERING CONSTRUCTION	David, Oscar	6344 Nugget Drive	Foresthill, Ca 95631	530 367-3508	odavid@ftcnet.net	AFRICAN AMER	
DIAMOND D GENERAL ENGINEERING, INC.	Defty, Laura	32500 State Highway 16	Woodland, Ca 95695	530 662-2042	sdefty@ddge.net	ASIAN PAC	

<b>FIRM</b>	<b>CONTACT</b>	<b>ADDRESS</b>	<b>CITY, STATE ZIP</b>	<b>PHONE</b>	<b>EMAIL</b>	<b>ETHNICITY</b>	<b>M/F</b>
DILLARD ENVIRONMENTAL SERVICES	Dillard, Patricia	3120 Camino Diablo Rd	Byron, Ca 94514	925 634-6850	<a href="mailto:patriciad@dillardenv.com">patriciad@dillardenv.com</a>	NON-MINORITY	
DM DEMO AND TRUCKING	Richard Pallonny,	1435 22nd Avenue	San Francisco, Ca 94122	415 664-4802		HISPANIC	
DON GARCIA EXCAVATING & PAVING, INC.	Garcia, Michael	2020 E Street	South Lake Tahoe, Ca 96150	530 577-0558	<a href="mailto:dgarcia287@aol.com">dgarcia287@aol.com</a>	HISPANIC	
EAGLE ENGINEERING AND CONSTRUCTION, INC	Brooks, Curtis	1175 Palomar Drive	Redwood City, Ca 94062	650 367-8000	<a href="mailto:clbrooks@sbcgloabtnet">clbrooks@sbcgloabtnet</a>	AFRICAN AMER	
EAGLE ENVIRONMENTAL	Batiste, Ron	2420 Camino Ramon	San Ramon, Ca 94583	510 530-2480		AFRICAN AMER	
EDISON CONSTRUCTION, INC.	Ramey, Cathy	260 Fairfax Road	Bakersfield, Ca 93307	661 366-6311	<a href="mailto:eci@lightspeed.net">eci@lightspeed.net</a>	NAT AM	
ESQUIVEL GRADING & PAVING, INC.	Ralph G. Esquivel,	918 Ingerson Avenue	San Francisco, Ca 94124	415 468-5700	<a href="mailto:audrev@esquivel-gp.com">audrev@esquivel-gp.com</a>	HISPANIC	
FRANK MEDINA GENERAL ENGINEERING CONTRACTOR	Medina, Frank	10096 Ahart Road	Oroville, Ca 95966	530 743-0744	<a href="mailto:roxanne.medina@attnet">roxanne.medina@attnet</a>	HISPANIC	
G F GARCIA AND SONS, INC	Garcia, Alec F.	123 Park Ave.	Cayucos, Ca 93430	805 995-3548	<a href="mailto:gfgsi@attnet">gfgsi@attnet</a>	HISPANIC	
GENERAL ENGINEERING CONSTRUCTION CO.	Ortiz, Kelly	755 El Pintado Road	Danville, Ca 94526	925 768-5329	<a href="mailto:kelly.generalengneering@yahoo.com">kelly.generalengneering@yahoo.com</a>	NON-MINORITY	
GOVANS HANDYMAN SERVICE DBA GHS GOVAN	Govan, Marshawn	P.O. Box 19086	Fresno, Ca 93790	559 273-5051	<a href="mailto:govans.construction@yahoo.com">govans.construction@yahoo.com</a>	AFRICAN AMER	
GR SUNDBERG, INC.	Sundberg Jr., Garth R.	5211 Boyd Road	Arcata, Ca 95521	707 825-6565	<a href="mailto:diane@grsinc.biz">diane@grsinc.biz</a>	NAT AM	
HALF MOON BAY GRADING & PAVING	Giovannoni, Gary	1780 Higgins Canyon Road	Half Moon Bay, Ca 94019	650 726-3588	<a href="mailto:hmbpave@sbcgloabtnet">hmbpave@sbcgloabtnet</a>	HISPANIC	
HARRIS DEVELOPMENT CORPORATION	Harris Ili, Robert	1840 Shaw #105-8	Clovis, Ca 93611	559 797-1642	<a href="mailto:rharriscorp@gmail.com">rharriscorp@gmail.com</a>	AFRICAN AMER	
HUSTLER'S HAULING & BACKHOE SERVICE, INC.	Jones, Robert T.	149 Donna Avenue	Bakersfield, Ca 93304	661 326-1071	<a href="mailto:roberttjones@worldnetatt.net">roberttjones@worldnetatt.net</a>	AFRICAN AMER	
HYDROTECH, INC.	Bement, Debra K.	155 Lyon Drive	Fernley, Nv 89408	775 575-4100	<a href="mailto:debra@htinc.biz">debra@htinc.biz</a>	NON-MINORITY	
J. MORAGA CONSTRUCTION, INC	Moraga, Jose	2857 Business Park Way	Merced, Ca 95348	209 388-9200	<a href="mailto:jmoraga@fiash.net">jmoraga@fiash.net</a>	HISPANIC	
J.J.R. CONSTRUCTION	Raposo, Carlos	1120 Ninth Avenue	San Mateo, Ca 94402	650 343-6109	<a href="mailto:jjrconstruction@aol.com">jjrconstruction@aol.com</a>	HISPANIC	
JAVIER'S CONSTRUCTION, INC.	Godinez, Javier	304 Occidental Dr.	Oxnard, Ca 93036	805 278-7702	<a href="mailto:javiers-construction@msn.com">javiers-construction@msn.com</a>	HISPANIC	
JET DRILLING, INC.	Hinton, William	2656 Saint Louis Avenue	Signal Hill, Ca 90755	562 988-2849	<a href="mailto:clake@ietdrill.com">clake@ietdrill.com</a>	HISPANIC	
JONAS & ASSOCIATES, INC.	Jonas, Romena	1350 Arnold Drive, Suite #202	Martinez, Ca 94553	415 715-8725	<a href="mailto:romenag@jonasinc.com">romenag@jonasinc.com</a>	ASIAN SUB	
K. W. EMERSON, INC.	Emerson, Emma Jean	413 West St. Charles Street	San Andreas, Ca 95249	209 754-3839	<a href="mailto:alison@kwemerson.com">alison@kwemerson.com</a>	NON-MINORITY	
KA'PEL CONSTRUCTION INC.	Robbins, Lance E.	141 Campbell Field Road	Hoopa, Ca 95546	530 625-5500	<a href="mailto:lrobbins@kapelconstruction.com">lrobbins@kapelconstruction.com</a>	NAT AM	
KITCHELL CONSTRUCTION, INC.	Kitchell, Michael	311 South First Street	Turlock, Ca 95380	209 667-1454	<a href="mailto:kitchellconstruction@gmail.com">kitchellconstruction@gmail.com</a>	NAT AM	
L & E CONSTRUCTION	Esquivel, Guadalupe E.	1150 Osage	Nipomo, Ca 93444	805 680-4212	<a href="mailto:loopesquivel@gmail.com">loopesquivel@gmail.com</a>	HISPANIC	
LECA CONSTRUCTION	Lescano, Oscar	3933 O'Neill Drive	San Mateo, Ca 94403	650 245-2258	<a href="mailto:leca.construction@yahoo.com">leca.construction@yahoo.com</a>	HISPANIC	
LESLIE CITROEN CONSRUCTION CO.		106 Lomita Drive	Mill Valley, Ca 94941			NON-MINORITY	
M & S ENVIRONMENTAL LANDSCAPES, INC	Smith, Michael A.	12192 Macs Road	Redding, Ca 96003	530 241-1418	<a href="mailto:mikeands5@aol.com">mikeands5@aol.com</a> , <a href="mailto:mandsenviro@aol.com">mandsenviro@aol.com</a>	HISPANIC	
M J AVILA COMPANY, INC.	Avila, Mary Jo	7258 W. Rialto	Fresno, Ca 93723	559 846-7601	<a href="mailto:brucei@miavila.com">brucei@miavila.com</a>	HISPANIC	
M. E. AVILA CONSTRUCTION CORPORATION	Avila, Michael	P.O. Box 6013	Atascadero, Ca 93423	805 462-1801	<a href="mailto:kellie@avilaconstruction.net">kellie@avilaconstruction.net</a>	HISPANIC	
MAG-CON ENGINEERING AND CONSTRUCTION, INC	Cho, Kelly	2164 Tiber River Dr.	Rancho Cordova, Ca 95670	916 638-1175	<a href="mailto:kcho@mag-coninc.com">kcho@mag-coninc.com</a>	ASIAN PAC	
MASS X INC.	Foster, Jennifer	55 Shaw Avenue #105	Clovis, Ca 93612	559 472-3274	<a href="mailto:massx6@hotmail.com">massx6@hotmail.com</a>	NON-MINORITY	
MC CULLOUGH CONSTRUCTION INC	Mccullough, Macky	57 Aldergrove Road	Arcata, Ca 95521	707 825-1014	<a href="mailto:macicymccullough@mcculloughconstructioninc.com">macicymccullough@mcculloughconstructioninc.com</a>	NAT AM	
MERCADE CONSTRUCTION & DEVELOPMENT INC.	Mercade, Jorge Luis	21168 Pokie Dr.	Soulsbyville, Ca 95372	209 586-7722	<a href="mailto:jorge@mercadedeco.com">jorge@mercadedeco.com</a>	HISPANIC	
MOTHERLODE CONCRETE CONSTRUCTION	Foster, Jr., Glenn	90 Gold Dust Trail	Sutter Creek, Ca 95685	209 223-2663	<a href="mailto:motherlodeconcrete@att.net">motherlodeconcrete@att.net</a>	NAT AM	
MV CONSTRUCTION	Valdez, Manuel	Po Box 1575	Atwater, Ca 95301	209 756-5936	<a href="mailto:valdez05@gmail.com">valdez05@gmail.com</a>	HISPANIC	
NIELSON CONSTRUCTION	Nielson, Diann	147 Camino Oruga	Napa, Ca 94558	707 253-8774	<a href="mailto:dnielson@nielsoninc.com">dnielson@nielsoninc.com</a>	NON-MINORITY	
NOR-CAL PUMP & WELL DRILLING, INC.	Harkrishan, Heer	1325 Barry Road	Yuba City, Ca 95993	530 674-5861	<a href="mailto:norcalpump@yahoo.com">norcalpump@yahoo.com</a>	ASIAN SUB	

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
NORTH STAR CONSTRUCTION & ENGINEERING, INC	Basrai, Iqbal	1282 Stabler Lane, Suite 630-109	Yuba City, Ca 95993	530 673-7080	<a href="mailto:contact@northstarconstruction.biz">contact@northstarconstruction.biz</a>	ASIAN SUB	
Newland Entities, Inc	Cervantes, Robert	335 Teegarden Avenue	Yuba City, Ca 95992	530 755-1178	<a href="mailto:rcervantes@newlandentities.com">rcervantes@newlandentities.com</a>	HISPANIC	
OLIVER TRANSBAY CONSTRUCTION INC	Oliver, Frank	1485 Bayshore Boulevard Suite 324-B77	San Francisco, Ca 94124	415 330-0904	<a href="mailto:flotbc@sbccglobal.net">flotbc@sbccglobal.net</a>	AFRICAN AMER	
PAPILLON BUILDERS	Sellers, Jo Ellen	20300 Rim Rock Ct	Foresthill, Ca 95631	916 580-7019	<a href="mailto:joellen@papillonbuilders.com">joellen@papillonbuilders.com</a>	NON-MINORITY	
PARADIGM CONSTRUCTION	Mays, Steven	5321 Tersk Way	Elk Grove, Ca 95757	916 271-2623	<a href="mailto:steve@paradiambuilt.com">steve@paradiambuilt.com</a>	AFRICAN AMER	
PAVE-RITE CONSTRUCTION, INC.	Daniel, Irene	972 Red Gum Ln	Nipomo, Ca 93444	805 929-6854	<a href="mailto:fidaniel@charter.net">fidaniel@charter.net</a>	HISPANIC	
PEREZ ASPHALT CONSTRUCTION LTD	Edwards, Kelly	2436 Oak Street Suite B	Bakersfield, Ca 93301	661 872-9093	<a href="mailto:kellyv@perezasphalt.com">kellyv@perezasphalt.com</a>	HISPANIC	
PETROSIUS CONSTRUCTION, INC	Mendonca, Karen	1110 North Cain Street	Visalia, Ca 93292	559 733-4388	<a href="mailto:petrosius@lycos.com">petrosius@lycos.com</a>	NAT AM	
PROFESSIONAL CONCRETE SAWING INC.	Scott, David	P.O. Box 3348	Merced, Ca 95344	209 722-2226	<a href="mailto:davidscott@gvni.com">davidscott@gvni.com</a> ; cell 510-537-3781	AFRICAN AMER	
QUIMU CONTRACTING, INC.	Quiroz, Miguel	695 Priddy Drive	Dixon, Ca 95620	707 693-0289	<a href="mailto:quimu@sbccglobal.net">quimu@sbccglobal.net</a>	HISPANIC	
R & R SERVICE CONTRACTORS, INC	Harris, Robert	1526 Clovis Ave. Ste C-200	Clovis, Ca 93612	559 352-6463	<a href="mailto:robh@rrserviceinc.com">robh@rrserviceinc.com</a>	AFRICAN AMER	
R.A. MARTIN CONSTRUCTORS, INC	Martin, Randy A.	4418 Alta Mesa Dr.	Redding, Ca 96002	530 547-1717	<a href="mailto:ramartinconst.inc@qlobal.net">ramartinconst.inc@qlobal.net</a>	HISPANIC	
R.J. LALONDE, INC.	Reusch, Janelle	2508 N. Palm Dr., Ste. 200	Signal Hill, Ca 90755	562 595-6655	<a href="mailto:jreusch@rjlalonde.com">jreusch@rjlalonde.com</a>	NON-MINORITY	
RAM CONSTRUCTION & CONCRETE, INC.	Morris, Dianna	6914-A Downing Ave	Bakersfield, Ca 93308	661 589-4726	<a href="mailto:rambakersfield@yahoo.com">rambakersfield@yahoo.com</a>	NON-MINORITY	
RAMCO GENERAL ENGINEERING CONTRACTOR	Ramirez, Emilio	10545 Dale Road	Agua Dulce, Ca 91390	818 272-4221	<a href="mailto:ramco@socal.rr.com">ramco@socal.rr.com</a>	HISPANIC	
RAMCON ENGINEERING & ENVIRONMENTAL INC	Michael S. Ramos,	3751 Commerce Drive	West Sacramento, Ca 95691	916 372-7535	<a href="mailto:rollo@ramcon.com">rollo@ramcon.com</a>	HISPANIC	
RELIANCE CONSTRUCTION COMPANY, INC.	Pachika, Mamatha Reddy	201 Sand Creek Rd., Suite L-A	Brentwood, Ca 94513	925 303-3027		ASIAN SUB	
ROADWAY CONSTRUCTION INC	Mohaghegh-Yardi, Reza	One Market Plaza Spear Tower	San Francisco, Ca 94105	415 293-8490	<a href="mailto:rvazdi05@gmail.com">rvazdi05@gmail.com</a>	ASIAN SUB	
ROCKIN' R GRADING & EXCAVATING	Robin Costa,	9637 Rodden Rd	Oakdale, Ca 95361	209 495-9521	<a href="mailto:robin@rockinrinc.com">robin@rockinrinc.com</a>	NON-MINORITY	
S CHAVES CONSTRUCTION, INC.	Chaves, Terri	711 Evans Road	San Luis Obispo, Ca 93401	805 543-9340	<a href="mailto:terri@schavesconstruction.com">terri@schavesconstruction.com</a>	HISPANIC	
S.T. RHOADES CONSTRUCTION, INC.	Rhoades, Steve	8585 Commercial Way	Redding, Ca 96002	530 223-9322	<a href="mailto:steve@strhoadesinc.com">steve@strhoadesinc.com</a>	NAT AM	
SAN JOAQUIN VALLEY CONSTRUCTION GROUP, LLC	Dean, Marvin	P.O. Box 2506	Bakersfield, Ca 93303	661 747-1465	<a href="mailto:marvindeanllc@sbccglobal.net">marvindeanllc@sbccglobal.net</a>	AFRICAN AMER	
SANTOS EXCAVATING, INC.	Santos, George	643 W. 4th Avenue	Chico, Ca 95926	530 894-2274		HISPANIC	
SCHOTKA CONSTRUCTION INC	Schotka, Diane	5555 Napa Vallejo Hwy	American Canyon, Ca 94503	707 265-6977	<a href="mailto:dschotka@aol.com">dschotka@aol.com</a>	NON-MINORITY	
SERNA CONSTRUCTION, INC.	Sema, Robert J.	5019E Nevada Ave	Fresno, Ca 93727	559 304-2197	<a href="mailto:semaconstruction@sbccglobal.net">semaconstruction@sbccglobal.net</a>	HISPANIC	
SITEWORKS CONSTRUCTION, INC	Desena, Kent	3634 Bickerstaff St	Lafayette, Ca 94549	925 284-1437	<a href="mailto:kdesena@linkzone.com">kdesena@linkzone.com</a>	ASIAN PAC	
SLS CONSTRUCTORS, INC	Shaw, Samie Lee	2430 Doheny Court	Rocklin, Ca 95677	916 660-1674	<a href="mailto:sshaw@slsconstructors.com">sshaw@slsconstructors.com</a>	AFRICAN AMER	
SOLID CONSTRUCTION, INC	Rich, Dan	3017 Mildred Ln	Bakersfield, Ca 93314	661 201-3627	<a href="mailto:queenie_chief2003@yahoo.com">queenie_chief2003@yahoo.com</a>	NAT AM	
SOUZA CONSTRUCTION INC	Souza, Manuel	586 S. Farmersville Blvd.	Farmersville, Ca 93223	559 747-7100		HISPANIC	
STAT-X GENERAL ENGINEERING	Altstatt, David	4217 Plemimi Ct	Salida, Ca 95368	209 481-9008	<a href="mailto:david.altstatt@att.net">david.altstatt@att.net</a>	NAT AM	
STONE CONCEPTS, INC	Stone, Nathan	96 Six Flags Circle	Buellton, Ca 93427	805 331-4121	<a href="mailto:stone_concepts@verizon.net">stone_concepts@verizon.net</a>	NAT AM	
STONY CREEK GENERAL ENGINEERING	Andrews, Luke	5321 County Rd 206	Orland, Ca 95963	530 526-3191	<a href="mailto:luke@stonycreekgeneralengineerinq.com">luke@stonycreekgeneralengineerinq.com</a>	NAT AM	
SUBSURFACE ENVIRONMENTAL, INC.	Harris, Roxanne	3621 Scott Street	San Francisco, Ca 94123	415 346-3200	<a href="mailto:office@subsurf.com">office@subsurf.com</a>	NON-MINORITY	
SUULUTAAQ, INC - ALASKA NATIVE CORP	Crain, Tracy	827 Missouri Street, Suite 6	Fairfield, Ca 94533	707 427-3209	<a href="mailto:tracy.crain@suulutaaq.com">tracy.crain@suulutaaq.com</a>	NAT AM	
TNT INDUSTRIAL CONTRACTORS, INC	Twist, Randy	3600 51st Avenue	Sacramento, Ca 95823	916 395-8400	<a href="mailto:paula@tntindustrial.com">paula@tntindustrial.com</a>	NAT AM	
TRIANGLE D ENTERPRISES, INC. DBA ODYSSEY ENGINEERING AND EXP	Lofts, Cody	19515 Road 24	Madera, Ca 93638	559 674-4608	<a href="mailto:odysseystesting@yahoo.com">odysseystesting@yahoo.com</a>	NON-MINORITY	
TYRRELL RESOURCES, INC.	Tyrrell, Cheryl	275 Hilltop Drive	Redding, Ca 96003	530 243-8733	<a href="mailto:tyrrellresources@sbccglobal.net">tyrrellresources@sbccglobal.net</a>	NON-MINORITY	
UDB ENTERPRISES, INC	Jackson, Neil	217 W. Fyffe Ave Suite 143	Stockton, Ca 95203	209 462-1160	<a href="mailto:vilarino76@gmail.com">vilarino76@gmail.com</a>	HISPANIC	

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
V LOPEZ JR & SONS GENERAL ENGINEERING	Lopez, Vince	200 E. Fesler #101	Santa Maria, Ca 93454	805 928-1198	<a href="mailto:vlopeziii@aol.com">vlopeziii@aol.com</a>	HISPANIC	
VARGAS & ESQUIVEL CONSTRUCTION, INC	Vargas, Yolanda	20 Dorman Ave	San Francisco, Ca 94124	415 550-1176	<a href="mailto:veadmin@vargasesquivel.com">veadmin@vargasesquivel.com</a>	HISPANIC	
WALLACE STRUCTURES	Wallace, Eric	2515 Tawndale Ln	Hydesville, Ca 95547	707 834-4992	<a href="mailto:wallacestr@aol.com">wallacestr@aol.com</a>	HISPANIC	
WHITE'S CUSTOM CONSTRUCTION	White, Bait	1529 Michener Dr	Roseville, Ca 95747	916 284-1680	<a href="mailto:whitescustom@yahoo.com">whitescustom@yahoo.com</a>	AFRICAN AMER	M
WILLIAMS CONCRETE ENGINEERING	Williams, Paul A.	2920 Cedar Ave	Morro Bay, Ca 93442	805 778-4807		AFRICAN AMER	M
WK MCLELLAN COMPANY	Miller, Rita	254 Sears Point Road	Petaluma, Ca 94954	707 763-2407	<a href="mailto:ritam@wkmdellan.com">ritam@wkmdellan.com</a>	NON-MINORITY	F
ACCORD ENGINEERING, INC	Cheng, David	2923 Pullman Street	Santa Ana, Ca 92705	714 241-7200	<a href="mailto:dcheng@accordeng.com">dcheng@accordeng.com</a>	ASIAN PAC	
ACCU CONSTRUCTION INC	Yum, Dennis	1526 Brookhollow Drive, Suite 76	Santa Ana, Ca 92705	714 641-4730	<a href="mailto:accu@accuconstcom">accu@accuconstcom</a>	ASIAN PAC	
ADVANCED GEOSOLUTIONS, INC	Baez, Juan I.	13 Orchard Road, Suite 105	Lake Forest, Ca 92630	310 796-9000	<a href="mailto:jbaez@advgeosolutions.com">jbaez@advgeosolutions.com</a>	HISPANIC	
ALWARD EQUIPMENT, INC.	Bacac, Janis	154 Adams Avenue	Huntington Beach, Ca 92648	562 618-5668	<a href="mailto:janis@digsocial.com">janis@digsocial.com</a>	NON-MINORITY	F
AMERICA PACIFIC CONSTRUCTION	Seghal, Ashish	201 Laurel Ave. #13	Brea, Ca 92821	559 577-9999	<a href="mailto:apconstruction09@gmail.com">apconstruction09@gmail.com</a>	ASIAN SUB	
BUENA VISTA LANDSCAPE, INC	Gomez, Angel	1472 N Harding St	Orange, Ca 92867	714 779-1202	<a href="mailto:b.v.landscape@pacbell.net">b.v.landscape@pacbell.net</a>	HISPANIC	
CINDY TRUMP INC DBA LINDY'S COLD PLANING		625 S. Mountain View	La Habra, Ca 90631			NON-MINORITY	F
CROOKS TRUCK & EQUIPMENT RENTAL, INC.	Crooks, Sandra	4538 Blanca Dr.	Cypress, Ca 90630	714 821-3756	<a href="mailto:crookstrucking@sbcglobalnet">crookstrucking@sbcglobalnet</a>	NON-MINORITY	F
DREAMBUILDER	Singh, Anurag	1324 E Lawson Ln.	Placentia, Ca 92870	714 646-3697	<a href="mailto:dreambuilder.construction@gmail.com">dreambuilder.construction@gmail.com</a>	ASIAN SUB	
EXCEL CONCRETE BREAKING, INC.	Harder, Marilyn	5039 Eureka Avenue	Yorba Linda, Ca 92886	714 528-9235	<a href="mailto:rharder@aol.com">rharder@aol.com</a>	NON-MINORITY	F
G & F CONCRETE CUTTING, INC.	Vigil-Ferguson, Rita M.	1006 E. Chestnut Avenue	Santa Ana, Ca 92701	714 648-0397	<a href="mailto:r.ferguson@gfconcretecutting.com">r.ferguson@gfconcretecutting.com</a>	HISPANIC	
GLOBAL ROAD SEALING, INC	La, Tri	10832 Dorothy Ave	Garden Grove, Ca 92843	714 893-0845	<a href="mailto:trila.grsj@yahoo.com">trila.grsj@yahoo.com</a>	ASIAN PAC	
JESMAR CONSTRUCTION	Hernandez, Jesus	2528 North Oakmount Avenue	Santa Ana, Ca 92706	714 972-2665	<a href="mailto:jesmarboring@sbcglobalnet">jesmarboring@sbcglobalnet</a>	HISPANIC	
LUCAS BUILDERS, INC.	Silva, Saman	4020 N. Palm Street #206	Fullerton, Ca 92835	310 853-0690	<a href="mailto:sam@lucascompany.com">sam@lucascompany.com</a>	ASIAN SUB	
MARTINI DRILLING CORP.	Martini, Darin	15571 Chemical Lane	Huntington Beach, Ca 92649	714 715-2715	<a href="mailto:martinidrilling@yahoo.com">martindrilling@yahoo.com</a>	HISPANIC	
MONTE COLLINS BACKHOE & EQUIPMENT, INC.	Slimmer, Deborah	3342 Cerritos Avenue	Los Alamitos, Ca 90720	562 430-3715	<a href="mailto:dcslimmer@montecollins.com">dcslimmer@montecollins.com</a> ; <a href="mailto:info@montecollins.com">info@montecollins.com</a>	NON-MINORITY	F
PAUL A MOOTE & ASSOCIATES	Knitter, Marjorie	1516 Brookhollow Dr.	Santa Ana, Ca 92705	714 751-5557	<a href="mailto:mknitter@moote.com">mknitter@moote.com</a>	NON-MINORITY	F
PAULA. MOOTE & ASSOCIATES, INC.	Knitter, Marjorie	1516 Brookhollow Drive	Santa Ana, Ca 92705	714 751-5557	<a href="mailto:mknitter@moote.com">mknitter@moote.com</a>	NON-MINORITY	F
TRI SPAN, INC.	Araiza, Joe	591 W. Explorer Street	Brea, Ca 92821	714 257-9680	<a href="mailto:joearaiza@trispainc.com">joearaiza@trispainc.com</a>	HISPANIC	
TWO BROTHERS CONSTRUCTION CO.	Kim, Doug	7299 Orangethorpe Ave.	Buena Park, Ca 90621	714 521-7006	<a href="mailto:2broscopany@sbcglobalnet">2broscopany@sbcglobalnet</a>	ASIAN PAC	
ALTA SERVICES, INC	Aroz, Mario	369 E. Blaine Street	Corona, Ca 92879	951 279-2762	<a href="mailto:mario@altacontracting.com">mario@altacontracting.com</a>	HISPANIC	
C.R. GANN DEMOLITION, INC.	Broyles, Linda S.	31521 Park Blvd.	Nuevo, Ca 92567	951 940-0937	<a href="mailto:linda@craannndemolition.com">linda@craannndemolition.com</a>	NON-MINORITY	F
CONTERA CONSTRUCTION CORP.	Varela, Cristy Lee	28545 Old Town Front St., Suite 201	Temecula, Ca 92590	951 695-2800	<a href="mailto:cvlaughsalot@aol.com">cvlaughsalot@aol.com</a>	HISPANIC	
CRE8IVE ENGINEERING INC	Castro, Regina	77-770 Country Club Dr., Suite D	Palm Desert, Ca 92211	760 200-8889	<a href="mailto:cre8iveengineering@gmail.com">cre8iveengineering@gmail.com</a>	HISPANIC	
CT CONCRETE CUTTING INC.	Tompkins, Christopher	26341 Jefferson Ave. Unit B	Murrieta, Ca 92562	951 698-7745	<a href="mailto:ctandco@verizon.net">ctandco@verizon.net</a>	HISPANIC	
E A R - ENVIRONMENTAL ASSESSMENT AND REMEDIATION MANAGEMENT,	Coming, Michelle	4097 Trail Creek Road	Riverside, Ca 92505	951 735-5575	<a href="mailto:rpendurthi@earmanagement.com">rpendurthi@earmanagement.com</a>	OTHER	
LONG'S DIRECTIONAL BORING, INC	Long, Kathleen	1476 Bodie Place	Norco, Ca 92860	951 817-0111	<a href="mailto:kathy@longsdirectionalboring.com">kathy@longsdirectionalboring.com</a>	NON-MINORITY	F
POWER GRADE, INC	Brock, Tammie	6694 Swiss Court	Corona, Ca 92860	909 947-5191	<a href="mailto:tammie@powergradeinc.com">tammie@powergradeinc.com</a>	NON-MINORITY	F
ROBERT'S BACKHOE SERVICE, INC.	Cervantes, Robert	32987 Turtle Dove Drive	Lake Elsinore, Ca 92530	909 678-0813	<a href="mailto:rbsi1997@yahoo.com">rbsi1997@yahoo.com</a>	HISPANIC	
ROCK STRUCTURES CONSTRUCTION COMPANY	Paredes, Antonio T.	11126 Silverton Ct.	Corona, Ca 92881	951 371-1112	<a href="mailto:rockstructures@sbcglobalnet">rockstructures@sbcglobalnet</a>	HISPANIC	
WHEELER PAVING, INC.	Wheeler, Kimberly	8432 63rd Avenue	Riverside, Ca 92509	951 685-7283	<a href="mailto:kwheel98@aol.com">kwheel98@aol.com</a>	NON-MINORITY	F
AMERICAN WELL TECHNOLOGIES	Marie, Gigi L	13894 Appaloosa Ct.	Victorville, Ca 92394	717 919-8515	<a href="mailto:gigi@americanwelltechnologies.com">gigi@americanwelltechnologies.com</a>	AFRICAN AMER	M

<b>FIRM</b>	<b>CONTACT</b>	<b>ADDRESS</b>	<b>CITY, STATE ZIP</b>	<b>PHONE</b>	<b>EMAIL</b>	<b>ETHNICITY</b>	<b>M/F</b>
BWW & COMPANY	Wilson, Bobby W.	301 9th Street, Suite 106a	Redlands, Ca 92374	909 268-8516	<a href="mailto:b-w-w@live.com">b-w-w@live.com</a>	AFRICAN AMER	M
CAPLINGER CONSTRUCTION INC	Caplinger, Cheri J.	15924 North Cajon Blvd.	Devore Heights, Ca 92407	909 880-6200		NAT AM	F
CRIMSON MARIE COMPANY	Thacker, Sarah Lynn	11876 Eaby Rd	Phelan, Ca 92371	760 963-7692	<a href="mailto:slt1992@yahoo.com">slt1992@yahoo.com</a>	NON-MINORITY	F
GEN CON ENVIRO SVC GROUP	Yates, Gerald A.	14038 Cicada Court	Victorville, Ca 92394	626 255-8755	<a href="mailto:genconenviro@verizon.net">genconenviro@verizon.net</a>	AFRICAN AMER	M
INDIAN CONSTRUCTION INC	Shackelford, Jay	15924 N. Cajon Blvd.	Devore Heights, Ca 92407	909 880-6244	<a href="mailto:sooners7@wildblue.net">sooners7@wildblue.net</a>	NAT AM	M
JOE RENTERIA, INC	Renteria, Joe	14883 New Foal Trail	Fontana, Ca 92336	909 899-5311	<a href="mailto:joerenteriainc@gmail.com">joerenteriainc@gmail.com</a>	HISPANIC	M
LOVEX GENERAL ENGINEERING CORPORATION	Lovett, Lori R.	Po Box 1968	Wrightwood, Ca 92397	760 249-5428	<a href="mailto:lovettexcavating@earthlink.net">lovettexcavating@earthlink.net</a>	NON-MINORITY	F
M D C CONSTRUCTION AND ENVIRONMENTAL, INC.	Ricardo, Mark	4268 Sierra Vista Drive	Chino Hills, Ca 91709	714 397-8048	<a href="mailto:mark@mdccande.com">mark@mdccande.com</a>	HISPANIC	M
NORIEGA PIPELINE, INC.	Noriega, Joseph	13052 Whittram Avenue	Rancho Cucamonga, Ca 91739	909 463-4882	<a href="mailto:noriegav@sbcglobo.net">noriegav@sbcglobo.net</a>	HISPANIC	M
A.B. HASHMI, INC.	Hashmi, Ahmad	13066 Deer Canyon Ct.	San Diego, Ca 92131	760 672-8059	<a href="mailto:info@abhashmi.com">info@abhashmi.com</a>	ASIAN SUB	M
ALONSO BOBCAT SERVICE	Alonso, Rodolfo	8924 Olive Drive	Spring Valley, Ca 91977	619 698-7356	<a href="mailto:alonsobobcatservice@yahoo.com">alonsobobcatservice@yahoo.com</a>	HISPANIC	M
AMERICAN BOBCAT & BACKHOE SERVICE, INC	Collins, Lesli L.	225 S. Twin Oaks Rd.	San Marcos, Ca 92078	760 744-3125	<a href="mailto:lcollins@ambobcat.com">lcollins@ambobcat.com</a>	NON-MINORITY	F
BANAGA CONSTRUCTION, INC	Banaga, Frank	1264 Stagecoach Trail Loop	Chula Vista, Ca 91915	619 922-8570	<a href="mailto:frank@kiteclimbers.com">frank@kiteclimbers.com</a>	HISPANIC	M
BERT W SALAS, INC.	Salaz, Bob E.	10769 Woodside Avenue, Suite 201	Santee, Ca 92071	619 562-7711	<a href="mailto:bsalaz@bertsalasinc.com">bsalaz@bertsalasinc.com</a>	HISPANIC	M
CANTARINI TRACTOR	Cantarini, Michael J	427 Yucca Road	Fallbrook, Ca 92028	760 427-9292	<a href="mailto:kimosavv@ymail.com">kimosavv@ymail.com</a>	NAT AM	M
CAP CONSTRUCTION	Thornburg, Patricia	12570 Slaughterhouse Canyon Road	Lakeside, Ca 92040	619 619-8572	<a href="mailto:pattielaine@cox.net">pattielaine@cox.net</a>	NON-MINORITY	F
DANIELS ENGINEERING & CONSTRUCTION, INC	Daniel, James	2537 N. Stagecoach Lane	Fallbrook, Ca 92028	760 822-0752	<a href="mailto:james-daniel@msn.com">james-daniel@msn.com</a>	ASIAN SUB	M
DE LA FUENTE CONSTRUCTION, INC.	Diaz De La Fuente, Jorge	737 Marbella Circle	Chula Vista, Ca 91910	619 750-7333	<a href="mailto:jdiaz@dlfci.com">jdiaz@dlfci.com</a>	HISPANIC	M
ELKEN CONTRACTING, INC	Castro, Maria E.	1540 Pioneer Way #200	El Cajon, Ca 92020	619 698-1168	<a href="mailto:maria@elkencontracting.com">maria@elkencontracting.com</a>	HISPANIC	M
INTERWEST PACIFIC, LTD.	Nickolaissen, Jack	990 Highland Dr. Ste. 212	Solana Beach, Ca 92075	858 259-2062	<a href="mailto:office@interwestpacific.com">office@interwestpacific.com</a>	HISPANIC	M
NRG BUILDING AND CONSULTING, INC.	Fisher, Sandra	2223 Honey Springs Rd.	San Diego, Ca 91935	619 504-3013	<a href="mailto:joy@nrqbac.com">joy@nrqbac.com</a>	NON-MINORITY	F
P. A. WILSON, INC.	Wilson, Patrick	9485 La Cuesta Dr	La Mesa, Ca 91941	619 303-3551	<a href="mailto:pawilsoninc@gmail.com">pawilsoninc@gmail.com</a>	NAT AM	M
PACIFICA CONTRACTING, INC.	Sandra L. Sperber,	5060 Pacifica Dr	San Diego, Ca 92109	858 449-0113	<a href="mailto:sandy@pacificcontracting.com">sandy@pacificcontracting.com</a>	NON-MINORITY	F
PJ TEIXEIRA COMPANY	Teixeira, Paula C.	8731 Railroad Avenue	Santee, Ca 92071	619 647-2219	<a href="mailto:pitex@att.net">pitex@att.net</a>	NON-MINORITY	F
R & Z CONSTRUCTION, INC	Zajdel, Margaret	12523 Cloudesly Dr.	San Diego, Ca 92128	858 583-1691	<a href="mailto:mzk@roadrunner.com">mzk@roadrunner.com</a>	NON-MINORITY	F
SO CAL CONSTRUCTION & CONSULTING SERVICES, INC	Harpur, Shari	1030 Knoll Park Lane	Fallbrook, Ca 92028	760 723-8907	<a href="mailto:shari@socalcontractorccs.com">shari@socalcontractorccs.com</a>	NON-MINORITY	F
SOUTH COAST SWEEPING, INC.	Sarmiento, Kim	2332 Trails End	Fallbrook, Ca 92028	760 535-6800	<a href="mailto:kssouthcoast@roadrunner.com">kssouthcoast@roadrunner.com</a>	NON-MINORITY	F
TRANSTAR PIPELINE, INC	Brito, Cynthia S.	4094 Tambor Rd	San Diego, Ca 92124	858 565-4089	<a href="mailto:transpipe@aol.com">transpipe@aol.com</a>	HISPANIC	M
BESS TESTLAB, INC.	Bohorquez, Juan Jose	991 George Street	Santa Clara, Ca 95054	408 988-0101	<a href="mailto:jose@besstestlab.com">jose@besstestlab.com</a>	HISPANIC	M
GLOBAL PROBE, INC.	Proust, Rodrigo D.	71 San Marino Avenue	Ventura, Ca 93003	805 650-3311	<a href="mailto:globalprobe@aol.com">globalprobe@aol.com</a>	HISPANIC	M
<b>327320 - Ready-Mix Concrete Manufacturing</b>							
ENGINEERED CONCRETE PLACEMENT, INC	Barradas, Harlene	18903 North Shore Drive	Hidden Valley Lake, Ca 95467	707 987-0151	<a href="mailto:hbarradas@mchsi.com">hbarradas@mchsi.com</a>	HISPANIC	M
<b>532412 - Construction, Mining, and Forestry Machinery and Equipment Rental</b>							
ALL AMERICAN RENTALS	Cravalho, Lisa	8136 Enterprise Drive	Newark, Ca 94560	510 713-7368	<a href="mailto:mikec@allamericanrentals.com">mikec@allamericanrentals.com</a>	HISPANIC	F
KILLGORE INDUSTRIES	Killgore, Keith	909 Marina Village Parkway, #197	Alameda, Ca 94501	510 715-4863	<a href="mailto:killgoreind@earthlink.net">killgoreind@earthlink.net</a>	NAT AM	M
PACIFIC WATER TRUCKS	Plaughter, Teresa	920 Whipple Rd	Union City, Ca 94587	510 494-1000	<a href="mailto:terry@pacificwatertrucks.com">terry@pacificwatertrucks.com</a>	NON-MINORITY	F
WESTERN TRAFFIC SUPPLY, INC.	Ibanez, Edward	3942 Valley Avenue, Unit M	Pleasanton, Ca 94566	925 249-1854	<a href="mailto:eibanez@westerntraffic.com">eibanez@westerntraffic.com</a>	HISPANIC	M
AFFORDABLE GENERATOR SERVICES, INC.	Garcia, Gilberto Jr.	15523 Blackburn Avenue	Norwalk, Ca 90650	562 864-6563	<a href="mailto:gill@ags.la">gill@ags.la</a>	HISPANIC	M

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
B A CONSTRUCTION, INC. (FKA BA LEASING INC.)	Bullock, Hope	800 W. 6th St #400	Los Angeles, Ca 90017	213 403-0390	<a href="mailto:hbullock@baincorp.com">hbullock@baincorp.com</a>	AFRICAN AMER	M
DSS SWEEPING AND WATER TRUCK RENTAL	Ibarra, Fausta	2517 S. Alma Street #1	San Pedro, Ca 90731	760 200-7244	<a href="mailto:desertstreetsweeping@aol.com">desertstreetsweeping@aol.com</a>	HISPANIC	
ERIC'S BACKHOE SERVICE	Serrano, Eric	4780 Mary Hill Road	Acton, Ca 93510	661 269-2222		HISPANIC	
EXTREME SAFETY, INC.	Martin, Marian	1007 E. Dominguez St. Suite L	Carson, Ca 90746	310 856-0166	<a href="mailto:extremesafety@sbcglobal.net">extremesafety@sbcglobal.net</a>	NAT AM	
FOOTHILL WATER TRUCKS	Lopez, Pamela	311 E. Gladstone Avenue	San Dimas, Ca 91773	909 599-8257	<a href="mailto:foothillwatertrucks@adelphia.net">foothillwatertrucks@adelphia.net</a>	HISPANIC	
GATES ENTERPRISES, INC	Gates, Joe	714 W. Olympic Blvd. Ste 703	Los Angeles, Ca 90015	714 382-6707	<a href="mailto:blessedc02@aol.com">blessedc02@aol.com</a>	AFRICAN AMER	M
LAX EQUIPMENT	Soto, Leticia	830 W. Florence Avenue,	Inglewood, Ca 90301	310 330-2657	<a href="mailto:laxequipment@sbcglobal.net">laxequipment@sbcglobal.net</a>	HISPANIC	
MORAS EQUIPMENT AND CONSTRUCTION, INC.	Mora, David	9245 Nan St	Pico Rivera, Ca 90660	562 949-6777	<a href="mailto:info@morasequipment.com">info@morasequipment.com</a>	HISPANIC	
VERTICAL CONSTRUCTORS, INC.	Burke, Dena Bryn	12714 Carmenita Road	Santa Fe Springs, Ca 90670	714 221-7170	<a href="mailto:bryn@vertical-constructors.com">bryn@vertical-constructors.com</a>	NON-MINORITY	F
ADVANTAGE EQUIPMENT, LLC	Cain, Tanita	401 37th Street South	Birmingham, Al 35222	205 995-0083	<a href="mailto:tcain@advantageequip.com">tcain@advantageequip.com</a>	AFRICAN AMER	F
ALERT-O-LITE, INC	Hunsaker, Debbie	2379 S G Street	Fresno, Ca 93721	559 453-2474	<a href="mailto:debbieh@alertolite.com">debbieh@alertolite.com</a>	NON-MINORITY	F
AUSTIN ENTERPRISE	Austin, Patti	13421 Snow Road	Bakersfield, Ca 93314	661 589-1001	<a href="mailto:paustin@austin-enterprise.com">paustin@austin-enterprise.com</a>	HISPANIC	
B. L. EQUIPMENT RENTAL AND SUPPLY	Lea, Betty	2725 W. Cherry Court	Visalia, Ca 93277	559 827-4592	<a href="mailto:blequipment@aol.com">blequipment@aol.com</a>	NON-MINORITY	F
CAL VALLEY CONSTRUCTION, INC.	Avila, Shelley	6275 W. Bullard	Fresno, Ca 93722	559 274-0300	<a href="mailto:shelleya@calvalleyconstruction.com">shelleya@calvalleyconstruction.com</a>	NON-MINORITY	F
COMMUNITY TREE SERVICE, INC	Spotts, Ronald	831 Walker Street	Watsonville, Ca 95076	831 763-2391	<a href="mailto:communitytreeservice320@gmail.com">communitytreeservice320@gmail.com</a>	HISPANIC	
ELLIS EQUIPMENT, INC.	Ellis, Merriam M.	1015 E. Burnett St.	Signal Hill, Ca 90755	562 424-9991	<a href="mailto:karina@operatedequipment.com">karina@operatedequipment.com</a>	ASIAN PAC	
GR SUNDBERG, INC.	Sundberg Jr., Garth R.	5211 Boyd Road	Arcata, Ca 95521	707 825-6565	<a href="mailto:diane@grsinc.biz">diane@grsinc.biz</a>	NAT AM	
J & M LEASING & TRUCKING	Turner, James	117 South 4th Street	Richmond, Ca 94804	510 215-8024	<a href="mailto:jmleasing.turner@gmail.com">jmleasing.turner@gmail.com</a>	AFRICAN AMER	M
J'S FEATHER RIVER RENTAL	Mark, Juliana	55 Delleker Dr	Portola, Ca 96122	530 832-5462	<a href="mailto:jfr@attnet">jfr@attnet</a>	NON-MINORITY	F
K R C SAFETY CO. INC.	Castro, Gary	7821 West Sunnyview	Visalia, Ca 93291	559 732-0393	<a href="mailto:garyc@krccsafety.com">garyc@krccsafety.com</a>	NAT AM	
MATRIX RAILWAY CORPORATION	Nelson Rivas,	69 Nancy Street	West Babylon, Ny 11704	631 643-1483	<a href="mailto:nrivas@matrixrailwav.com">nrivas@matrixrailwav.com</a>	HISPANIC	
MATTOS EQUIPMENT TRANSPORT	Mattos, Richard	8567 West Schulte Road	Tracy, Ca 95304	209 836-6609	<a href="mailto:rmattos@sbcglobal.net">rmattos@sbcglobal.net</a>	HISPANIC	
MC CULLOUGH CONSTRUCTION INC	Mccullough, Macky	57 Aldergrove Road	Arcata, Ca 95521	707 825-1014	<a href="mailto:maccymccullough@mcculloughconstructioninc.com">maccymccullough@mcculloughconstructioninc.com</a>	NAT AM	
RAMCON ENGINEERING & ENVIRONMENTAL INC	Michael S. Ramos,	3751 Commerce Drive	West Sacramento, Ca 95691	916 372-7535	<a href="mailto:rollo@ramcon.com">rollo@ramcon.com</a>	HISPANIC	
RAPER ELECTRICAL DISTRIBUTORS CORP	Raper, Charles	1713 Academy	Sanger, Ca 93657	559 875-3449	<a href="mailto:keith_hawlcyard@raperelectric.com">keith_hawlcyard@raperelectric.com</a>	NAT AM	
SHORE-TEK INC	Cook, Nicholas	1050 Paso Robles St	Paso Robles, Ca 93446	805 226-9600	<a href="mailto:nick@shoretekinc.com">nick@shoretekinc.com</a>	NAT AM	
YOLANDA'S CONSTRUCTION ADMINISTRATION & TRAFFIC CONTROL INC	Jones, Yolanda	280 Newhall Street	San Francisco, Ca 94124	415 647-2682	<a href="mailto:yolandasconstmtc@attnet">yolandasconstmtc@attnet</a>	AFRICAN AMER	F
K.A.T. FREIGHT BROKER DBA K.A.T. RENTALS	Bender, Yamileth Victoria	5181 Harvard Avenue,	Westminster, Ca 92683	562 449-9265	<a href="mailto:katfreight@hotmail.com">katfreight@hotmail.com</a>	HISPANIC	
MONTE COLLINS BACKHOE & EQUIPMENT, INC.	Slimmer, Deborah	3342 Cerritos Avenue	Los Alamitos, Ca 90720	562 430-3715	<a href="mailto:dcslimmer@montecollins.com">dcslimmer@montecollins.com</a> ; <a href="mailto:info@montecollins.com">info@montecollins.com</a>	NON-MINORITY	F
SAVALA EQUIPMENT CO., INC	Savala, Erin	16402 E. Construction Circle	Irvine, Ca 92606	949 552-1859	<a href="mailto:erinsavala@savala.com">erinsavala@savala.com</a>	HISPANIC	
AMERC INC.	Murphy, Assuntaethel (Sue)	23437 Abury Avenue,	Murrieta, Ca 92562	951 677-1078		NON-MINORITY	F
ROBERT'S BACKHOE SERVICE, INC.	Cervantes, Robert	32987 Turtle Dove Drive	Lake Elsinore, Ca 92530	909 678-0813	<a href="mailto:rbsi1997@yahoo.com">rbsi1997@yahoo.com</a>	HISPANIC	
CHILVER MATERIALS	Chilver Follett, Mindy	34753 Eureka Avenue	Yucaipa, Ca 92399	909	<a href="mailto:mindy@chilvermaterials.com">mindy@chilvermaterials.com</a>	NON-MINORITY	F
GDM, INC.	Gates, Gregory	5963 Freedom Drive	Chino, Ca 91710	909 627-2973	<a href="mailto:gates@gdminc.us">gates@gdminc.us</a>	AFRICAN AMER	M
MASKELL PIPE & SUPPLY INC	Bushala, Salma	8604 Cottonwood Ave	Fontana, Ca 92335	909 574-8662	<a href="mailto:salmab@makellpipe.com">salmab@makellpipe.com</a>	NON-MINORITY	F
NORIEGA PIPELINE, INC.	Noriega, Joseph	13052 Whittram Avenue	Rancho Cucamonga, Ca 91739	909 463-4882	<a href="mailto:noriegav@sbcglobal.net">noriegav@sbcglobal.net</a>	HISPANIC	
WEST PILING, INC.	Lee, Francisca	1051 Waterville Lake Rd	Chula Vista, Ca 91915	619 216-9380	<a href="mailto:lee francisca@aol.com">lee francisca@aol.com</a>	HISPANIC	

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
<b>561990 - All Other Support Services</b>			<b>29</b>				
THE ASKIA GROUP	Askia, Prestell	30263 Cedarbrook Road	Hayward, Ca 94544	510 471-5597	prestellaskia@sbcglobalnet	AFRICAN AMER	
WESTERN TRAFFIC SUPPLY, INC.	Ibanez, Edward	3942 Valley Avenue, Unit M	Pleasanton, Ca 94566	925 249-1854	eibanez@westemtraffic.com	HISPANIC	
E-NOR INNOVATIONS INC.	Jones, Ronnie	1950 E 220th St Suite 100-101	Long Beach, Ca 90810	310 513-6209	ronnie@enorttraffic.com	AFRICAN AMER	
FLASH TRAFFIC, INC.	Vasquez, Natalie	28420 N. Herrera Street	Valencia, Ca 91354	661 644-5845	tissuequeen17@aol.com	HISPANIC	
JESSICA JAGGER AND ASSOCIATES	Jagger, Jessica	24320 Aetna Street	Woodland Hills, Ca 91367	818 888-1950		NON-MINORITY	
LVR INTERNATIONAL	Reyes, Lia	1601 N. Sepulveda Blvd. #789	Manhattan Beach, Ca 90266	213 819-9009	lvr@lvrintl.com	ASIAN PAC	
NIELSEN'S FIRE PROTECTION, INC	Nielsen, Kim Marie	4241 West Avenue N-3	Palmdale, Ca 93551	661 285-3473	nfirep@nielsensfire.com, kim@nielsensfire.com	NON-MINORITY	
ALL PURPOSE DOCUMENT DESTRUCTION	Smith, Fred	7062 Oak Cove Ct	Oak Hills, Ca 92344	760 662-5466	fsmith@apddshred.com	AFRICAN AMER	
DELTA STAR QUALITY CONTRACTING	Holman, Rebecca J.	5874 E. Kathleen Rd.	Scottsdale, Az 85254	602 493-4050	rebeccaholman@cox.net	NON-MINORITY	
EXARO TECHNOLOGIES CORPORATION	Dominguez, Hector	1831 Bayshore Hwy	Burlingame, Ca 94010	650 777-4324	hd@exarotec.com	HISPANIC	
HANDON SERVICES, INC	Handon, Mark	1218 Irving Street, N.E.	Washington, Dc 20017	202 529-1809	handonservices@aol.com	AFRICAN AMER	
M. HERNANDEZ CONSTRUCTION INC	Hernandez, Mariano	850 Rankin Street	San Francisco, Ca 94124	415 824-4731	mariano@hernandez-engineering.com	HISPANIC	
MARKS TRAFFIC DATA	Coffey, Sam	4985 Primrose Dr	Fair Oaks, Ca 95628	916 966-4000	samcoffey@attnet	HISPANIC	
PARMETER GENERAL ENGINEERS + SERVICES, INC	Parmeter, Mari	21025 King Ridge Road	Cazadero, Ca 95421	707 632-5074	parmeter@wildblue.net	NON-MINORITY	
PROJECT PLANNING	Morrison, Nancy	2420 Deauville Circle	Clovis, Ca 93619	559 907-3975	nanmorrison@attnet	NON-MINORITY	
SAN JOAQUIN VALLEY CONSTRUCTION GROUP, LLC	Dean, Marvin	P.O. Box 2506	Bakersfield, Ca 93303	661 747-1465	marvindeanllc@sbcglobal.net	AFRICAN AMER	
SEQUOIA TRAFFIC SERVICE	Rivas, Daniel R.	716-450 Binley Lane	Susanville, Ca 96130	530 254-6129	papa_bear@citilink.net	HISPANIC	
TOTAL BARRICADE SERVICE, INC.	Becerril, Antonio	701 E. Ventura Blvd.	Oxnard, Ca 93036	805 485-0345	tonyb@totalbarricade.com	HISPANIC	
FULL TRAFFIC MAINTENANCE, INC.	Salgado, Dianne	29 Brisa Fresca	R. Santa Margarita, Ca 92688	949 459-1245	fulltraffic@cox.net	HISPANIC	
MLM & ASSOCIATES ENGINEERING, INC.	McCauley, Marsha	23011 Moulton Parkway Suite F-5	Laguna Hills, Ca 92653	949 586-1900	marsha@mlmeng.com	AFRICAN AMER	
A CONE ZONE, INC	Norland, Elaine	1128 Quarry Street	Corona, Ca 92879	951 734-9535	elaine@aconezone.com	NON-MINORITY	
CONNIE REEVES & COMPANY	Reeves, Connie	852 5th Avenue, 2nd Fl	San Diego, Ca 92101	619 515-9907	conniereeves@cox.net	NON-MINORITY	
MANERI TRAFFIC CONTROL	Maneri, Maria	47423 Rainbow Canyon	Temecula, Ca 92028	951 695-5104	mariamaneri@yahoo.com	HISPANIC	
ONE SOURCE PRINT SOLUTIONS, LLC	Burgos, Leo	11647 Avenida Sivrita	San Diego, Ca 92128	888 427-4493	lburos@sprints.com	HISPANIC	
QUALITY GENERAL ENGINEERING, INC	Villalpando, Marco	22 W. 35th Street, Suite 106	National City, Ca 91950	619 585-3287	diana@qualityge.com	HISPANIC	
BESS TESTLAB, INC.	Bohorquez, Juan Jose	991 George Street	Santa Clara, Ca 95054	408 988-0101	jose@besstestlab.com	HISPANIC	
BG&R EXHIBITS, INC.	Saoud, Rita	1330 Ridder Park Drive	San Jose, Ca 95131	408 441-6650	exhibitbgr@aol.com	NON-MINORITY	
JOSEPHINE'S PROFESSIONAL STAFFING, INC.	Hughes, Josephine	2158 Ringwood Avenue	San Jose, Ca 95131	408 943-0111	josephine@jps-inc.com	ASIAN PAC	
INTEGRATED SCANNING OF AMERICA	Sanchez, Isabel	2363 Teller Road #102	Newbury Park, Ca 91320	805 375-0422	sales@isausa.com	HISPANIC	
<b>562111 - Solid Waste Collection</b>			<b>19</b>				
JACKSON RECYCLING & MAINTENANCE	Jackson, Willie	3430 Middleton Avenue	Castro Valley, Ca 94546	510 326-5809	jacksonrecycling@comcastnet	AFRICAN AMER	
CABO TRANSPORT & SERVICES	Perdomo, Yvonne	3920 Whiteside Street	Los Angeles, Ca 90063	323 269-0610		HISPANIC	
CLEAN UP AMERICA, INC.	Potter, Deontay	4134 Temple City Blvd.	Rosemead, Ca 91770	626 279-9930	donnie@cleanup-america.com	AFRICAN AMER	
COAST2COAST PRESERVATIONS, INC.	Cordero, Roland	5816 Lankershim Blvd. #7	North Hollywood, Ca 91601	818 786-1351	rcordero818@hotmail.com	HISPANIC	
EWASTE CENTER, INC.	Jung, Dana	5788 Smithway St	Commerce, Ca 90040	323 201-3160		ASIAN PAC	
LOS ANGELES PUMPING CO., LLC	Pe?A, Nancy	13377 Herrick Avenue,	Sylmar, Ca 91392	818 681-7600	losangelespumping@yahoo.com	HISPANIC	
MIRANDA LOGISTICS ENTERPRISE, LLC	Miranda, Marco	2214 S. Catalina St.	Los Angeles, Ca 90007	323 823-3847	miranda@threewayhauling.com	HISPANIC	
NELA ENTERPRISES, INC.	Valenzuela, Luis C.	1740 New Ave., #110	San Gabriel, Ca 91776	323 595-7511	nela.enterprises@yahoo.com	HISPANIC	



<b>FIRM</b>	<b>CONTACT</b>	<b>ADDRESS</b>	<b>CITY, STATE ZIP</b>	<b>PHONE</b>	<b>EMAIL</b>	<b>ETHNICITY</b>	<b>M/F</b>
4 STARS CLEANING AND MAINTENANCE	Postigo, Juan	973 S. Norfolk Street	San Mateo, Ca 94401	650 642-1950	<a href="mailto:rolando_p@hotmail.com">rolando_p@hotmail.com</a>	HISPANIC	
BERNARDINI ENTERPRISES INC.	Bernardini, Joseph	175 Sandy Lane	Oakley, Ca 94561	650 759-6972	<a href="mailto:jdhauling@hotmail.com">jdhauling@hotmail.com</a>	HISPANIC	
GLOBAL TRANSLOADING, LLC	Griego, Shannon	1842 East 29th Street	Signal Hill, Ca 90755	562 495-9600	<a href="mailto:shannongriego@globaltransloadiing.com">shannongriego@globaltransloadiing.com</a>	NAT AM	
J. TORRES COMPANY	Torres, Emily P.	P.O. Box 41105	Bakersfield, Ca 93384	661 832-2635	<a href="mailto:nicki@itccorp.com">nicki@itccorp.com</a>	HISPANIC	
JBE COMMERCIAL CLEANING	Block, Jimmy	2661 Del Monte St	West Sacramento, Ca 95691	916 422-4291	<a href="mailto:jb@jbecleaning.com">jb@jbecleaning.com</a>	AFRICAN AMER	M
JOHNNY TOUGH'S TRUCK & PULL	Vidrio, Daniel	510 Alder Court	Benicia, Ca 94510	408 509-1670	<a href="mailto:Johnny_toughs@yahoo.com">Johnny_toughs@yahoo.com</a>	HISPANIC	
SOS RECYCLE, LLC	Smith, Day	6405 Manchester Lane	Bakersfield, Ca 93309	661 369-5890	<a href="mailto:sosrecycle@gmail.com">sosrecycle@gmail.com</a>	AFRICAN AMER	M
TOURE' ASSOCIATES	Toure', T'Shaka	845 E. Buckhill Rd.	Fresno, Ca 93720	559 433-6519	<a href="mailto:ttoure01@gmail.com">ttoure01@gmail.com</a>	AFRICAN AMER	M
VINCENT TRUCKING ENTERPRISES, INC	Sanchez, Patrice	180 Calle Iglesia	San Clemente, Ca 92673	949 498-2727	<a href="mailto:vincenttrucking@cox.net">vincenttrucking@cox.net</a>	HISPANIC	
STARLITE RECLAMATION ENVIRONMNETAL SERVICES, INC	Jaramillo, Chris	11225 Mulberry Ave	Fontana, Ca 92337	909 434-0480	<a href="mailto:chrisi@starlitewaste.com">chrisi@starlitewaste.com</a>	HISPANIC	
L&D ELAM AGRICULTURE ENTERPRISES, LLC	Elam, Dena	786 Lapaloma Way	Gilroy, Ca 95020	408 842-8584	<a href="mailto:denabilt23@aol.com">denabilt23@aol.com</a>	NON-MINORITY	F

**Grand Total of Counts :**

**720**

This page is intentionally blank

## **SECTION 2 – CONTRACT DOCUMENTS**

This page is intentionally blank

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

**CONTRACT NO. C1056**

**WESTSIDE SUBWAY EXTENSION PROJECT – ADVANCED UTILITY RELOCATIONS (LA  
CIENEGA STATION)**

**FIRM FIXED PRICE CONTRACT**

**BETWEEN**

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

**AND**

---

**(NAME OF CONTRACTOR TO BE FILLED IN AT TIME OF AWARD)**

**TO BE FILLED IN AT TIME OF AWARD**

---

**EFFECTIVE DATE**

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
FIRM FIXED PRICE CONTRACT**

**CONTRACT NO: C1056**

## Between

**LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY  
ONE GATEWAY PLAZA  
LOS ANGELES, CA 90012-2952**

**and**

**(NAME OF CONTRACTOR TO BE FILLED IN AT TIME OF AWARD)**

**WESTSIDE SUBWAY EXTENSION PROJECT – ADVANCED UTILITY RELOCATIONS (LA CIENEGA STATION)**

This Contract is entered into by and between the Los Angeles County Metropolitan Transportation Authority (Metro), and \_\_\_\_\_  
(Contractor).

In consideration of the mutual covenants of the parties as set forth below, the parties hereby agree as follows:

**ARTICLE I: CONTRACT DOCUMENTS ORDER OF PRECEDENCE**

- A. This Contract includes this Form of Contract and the other following Contract Documents and Attachments, which are incorporated herein and made a part of this Contract.
- B. Except as otherwise specified herein, in the event of any conflict, the precedence of the Contract Documents shall be as follows:
  1. Firm Fixed Price Form of Contract, (Pro Form 018, Dated 11/05/13)
  2. Regulatory Requirements, (Pro Form 039, Dated 11/02/09)
  3. Special Provisions, (Pro Form 093, Dated 6/26/13)
  4. General Conditions, (Pro Form 042, Dated 07/01/09)
  5. Compensation and Payment Provisions, Firm Fixed Price, (Pro Form 045, Dated 08/23/13)

6. Contract Specifications (Dated 2/21/14)
7. Contract Drawings (Dated 2/21/14)
8. Other Contract Documents

Each item listed below is of the same level of precedence:

- a) Labor Compliance Manual, Revision 1, (Dated 10/22/02)
  - b) Diversity & Economic Opportunity Department Contract Compliance Manual (RC-FTA) (Pro Form 087, Dated 06/26/13)
  - c) Code of Conduct For Metro Contractors and Consultants (Pro Form 098, Dated 05/15/02)
  - d) Metro Lobby Ordinance No. 99-01 (Pro Form 094, Dated 05/15/02)
  - e) Construction Safety and Security Manual, Revision 4.1, (Dated 9/1/12)
- C. An Amendment or Change to this Contract shall take its precedence from the term it amends. All other documents and terms and conditions shall remain unchanged.

## **ARTICLE II: DEFINITIONS**

Capitalized terms, abbreviations and symbols used in this Contract are defined in the Article in the General Conditions entitled GLOSSARY OF TERMS. Additional terms may be defined in the Special Provisions or the Statement of Work.

## **ARTICLE III: WORK TO BE PERFORMED**

Contractor shall perform the Work as is more fully described in the Statement of Work, Contract Specifications, and Contract Drawings.

The work site is located on the intersection of Wilshire Blvd. / La Cienega Blvd. in the City of Beverly Hills.

## **ARTICLE IV: COMPENSATION**

### **A. Contract Price**

In consideration of the Contractor's full performance of the Work, and in accordance with the terms of the Contract, Metro will pay the Contractor the Contract Price of \$ [REDACTED] as provided in this Article and in the Contract Document entitled Compensation and Payment Provisions.

### **B. Payment Schedule**

Except as otherwise expressly provided, the Contract Price shall be paid to the Contractor based upon the Article in the Contract Document, COMPENSATION AND PAYMENT PROVISIONS (Construction), entitled Progress Payments.

C. Delay Compensation

As provided in the Article entitled EXTENSION OF TIME in Contract Document GENERAL CONDITIONS, and described in the Article entitled DELAY COMPENSATION in Contract Document SPECIAL PROVISIONS, the Metro will pay the Contractor Delay Compensation:

For the purposes of C1056 Work:

A daily rate of \$ [REDACTED] for a delay that is both Excusable and Compensable, and occurs between Notice to Proceed and Completion of Milestone No. 2, Special Provisions, Appendix A - Work Completion Schedule.

D. Applications for Progress Payments

All Applications for Progress Payments shall be submitted in writing in accordance with the Contract Documents entitled COMPENSATION AND PAYMENT AND THE SPECIAL PROVISIONS, as applicable, and delivered or mailed to Metro as follows:

Los Angeles County Metropolitan Transportation Authority  
Accounts Payable  
P.O. Box 512296  
Los Angeles, CA 90051-0296  
Contract No. C1056

E. Final Payment

The Application for Final Payment shall be marked **FINAL** and a copy sent to Metro's Authorized Representative.

- F. Effective January 1, 2009, Metro started payment of invoices via Electronic Funds Transfer (EFT) which guarantees faster payments and is a more secure and efficient way to make payments. If Contractor has not already done so, Contractor will be required to sign up for EFT, unless Contractor requests a waiver in writing. Please call (213) 922-6811, then press option # 7 for EFT forms.

## ARTICLE V: CONTRACT TERM AND PERIOD OF PERFORMANCE

The Effective Date of this Contract is (insert date). The Period of Performance of this Contract shall begin on the date set forth in the Notice to Proceed (NTP). Contractor shall complete all Work under the Contract within **Six Hundred Ninety Six (696)** calendar days after the NTP, unless this Contract is terminated earlier or extended by Metro, in writing, as provided in the Contract.



## **ARTICLE VI: AVAILABILITY OF FUNDS**

Funding for this Contract is based upon the availability of funds determined by Metro's fiscal budget, which runs from July 1 through June 30 of each fiscal year. If funding is not approved for any subsequent fiscal year during which this Contract is in effect, Metro will issue a stop work notice.

Intentionally Left Blank

## ARTICLE VII: ENTIRE AGREEMENT

This Contract includes this Form of Contract, all other Contract Documents incorporated pursuant to Article I herein, and all Attachments and other documents incorporated herein by inclusion or by reference, and constitutes the complete and entire agreement between Metro and Contractor and supersedes any prior representations, understandings, communications, agreements or proposals, oral or written.

**CONTRACTOR NAME**  
**PHYSICAL ADDRESS**  
**EMAIL ADDRESS**  
**PHONE NUMBER**

**LOS ANGELES COUNTY**  
**METROPOLITAN**  
**TRANSPORTATION AUTHORITY**

ARTHUR T. LEAHY  
CHIEF EXECUTIVE OFFICER

BY: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

BY: \_\_\_\_\_  
(PRINT OR TYPE NAME)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

TAX ID NO.: \_\_\_\_\_

\_\_\_\_\_  
DATE

APPROVED AS TO FORM  
JOHN F. KRATTLI  
COUNTY COUNSEL

BY: \_\_\_\_\_  
DEPUTY

## REGULATORY REQUIREMENTS

### RR-01 ADMINISTRATIVE CODE \*

#### A. Applicability

This Article applies to all contracts.

#### B. Metro Administrative Code

Contractor warrants and represents that it has read and understands Title 4, Procurement, and Title 5, Ethics, of the [Metro Administrative Code](http://www.metro.net/images/MTA%20Administrative%20Code%20Enactment.pdf) (hereinafter "Administrative Code" - available at [www.metro.net/images/MTA Administrative Code Enactment.pdf](http://www.metro.net/images/MTA Administrative Code Enactment.pdf)), and will comply with each and every one of those requirements in accordance with their terms to the extent that they are applicable to contractors doing business with Metro. All definitions used in the Administrative Code are hereby incorporated herein as though fully set forth.

Without reducing or affecting its obligation to comply with any and all provision of the Administrative Code, as applicable, Contractor specifically warrants, represents and covenants that it will:

1. Comply with:
  - a. Chapter 5-20, Contractor Code of Conduct;
  - b. Chapter 5-25, Lobbying the Metro; and
  - c. Chapter 5-35, Metro Conflict of Interest Code, and
2. Not induce, attempt to induce, or solicit:
  - a. Board members to violate Chapter 5-10;
  - b. Metro employees to violate Chapter 5-15;
  - c. Metro Financial employees to violate Chapter 5-30: or
  - d. Either Board members, Metro employees or Metro Financial employees to violate any other provision of the Administrative Code.

#### C. Compliance with §§1090 et. seq. and §§87100 et. seq. of the California Government Code

Contractor shall comply with all applicable provisions of §§1090 et. seq. and §§87100 et. seq. of the California Government Code. Without reducing or

affecting its obligation to comply with any and all of said provisions,  
Contractor specifically covenants:

1. Contractor shall not cause or permit any member, officer, or employee of Metro to have any financial interest in the Contract;
2. Contractor shall not enter into any Subcontract involving services or property with a person or business prohibited from transacting such business with Metro;
3. Contractor warrants and represents that to its knowledge no Board member, officer, or employee of Metro has any interest, whether contractual, non-contractual, financial or otherwise, in this Contract, or in the business or any other contract or transaction of the Contractor or any Subcontractor and that if any such interest comes to Contractor's knowledge at any time, Contractor shall make a full and complete disclosure of all such information in writing to Metro.

#### **D. Campaign Contributions**

Neither Contractor nor its Agents shall give or offer to give any campaign contribution to any member of Metro's Board of Directors in violation of the California Government Code §§84300 et seq or of the Administrative Code. Contractor shall submit a Certification of Campaign Contributions with all COs of two hundred thousand dollars (\$200,000) or more.

#### **E. Environmental Management System (EMS) Policy**

Contractor represents that during the performance of the Contract it will assist Metro in achieving the principles of Metro's EMS Policy, available at [Environmental Management System \(EMS\) Policy](#) and Contractor further commits that it shall adhere to the applicable EMS Policy principles in its choice of means and methods in the performance of the Work.

### **RR-02      DISCRIMINATION \***

#### **A. Applicability**

This Article applies to all contracts.

- B.** In connection with the performance of Work provided for under this Contract, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

### **RR-03      WHISTLEBLOWER REQUIREMENTS \***

#### **A. Applicability**

This Article applies to all contracts.

- B. Contractor shall not adopt any rule, regulation or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal regulation; nor shall Contractor retaliate against an employee for taking such actions as set forth in the California Labor Code §1101 et. seq.

## **RR-04 PUBLIC RECORDS ACT \***

### **A. Applicability**

This Article applies to all contracts.

- B. Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of Metro's business, including all information and documents submitted by Contractor ("**Records**"), shall become the exclusive property of Metro and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code §6250 et. seq.). Metro's use and disclosure of its records are governed by this Act. Metro will use its best efforts to inform the Contractor of any request for any financial records or documents marked "Trade Secret", "Confidential" or "Proprietary" provided by Contractor to Metro. Metro will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.
- C. In the event of litigation concerning the disclosure of any Records, Metro's sole involvement will be as a stakeholder, retaining the Records until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the Records and shall indemnify and hold Metro harmless from all costs and expenses including attorney's fees in connection with any such action.

## **RR-05 ACCESS TO RECORDS**

### **A. Applicability**

This Article applies to all federally funded contracts.

- B. Contractor agrees to provide Metro, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or the FTA's authorized representatives, including any FTA Project Management Oversight Contractor, access to Contractor's records and construction sites

pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- C. If this Contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) and was entered in to through other than competitive bidding, the Contractor shall make records related to this Contract available to Metro, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- D. Contractor shall permit any of the foregoing parties to reproduce without any cost by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- E. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Metro, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

## **RR-06**

### **FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES\***

#### **A. Applicability**

This Article applies to all federally funded contracts.

- B. This Contract includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 (including any changes, revisions or successor circulars) is automatically hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Metro requests which would cause Metro to be in violation of the FTA terms and conditions.

This Contract is subject to a financial assistance agreement between Metro and the Federal Transit Administration of the US Department of Transportation and all laws, regulations, guidelines, and provisions of the financial assistance agreement apply to this Contract and are incorporated by reference as if fully set forth herein.

- C. Contractor shall at all times comply with all applicable federal laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable

Grant Agreements between Metro and FTA, as they may be amended or promulgated from time to time during the term of this Contract collectively "Federal Requirements". These Federal Requirements may change and the changed Federal Requirements will apply to this Contract as required unless the Federal Government determines otherwise. Contractor's failure to so comply with the Federal Requirements shall constitute a material breach of this Contract.

## **RR-07 ENERGY CONSERVATION REQUIREMENTS**

### **A. Applicability**

This Article applies to all federally funded contracts.

- B.** Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 USC §6321 et seq.

## **RR-08 CIVIL RIGHTS REQUIREMENTS \***

### **A. Applicability**

This Article applies to all federally funded contracts.

- B.** Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

### **C. Equal Employment Opportunity**

- (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. Contractor shall take affirmative action to ensure that applicants are

employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor shall refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor shall comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor shall comply with any implementing requirements FTA may issue.

## **RR-09 NO GOVERNMENT OBLIGATION TO THIRD PARTIES \***

### **A. Applicability**

This Article applies to all federally funded contracts.

**B.** Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Metro, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from this Contract.

Contractor shall include this Article in each Subcontract and shall not modify the Article, except to identify the Subcontractor who will be subject to its provisions.

## **RR-10 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS \***

### **A. Applicability**

This Article applies to all federally funded contracts.

**B.** The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program



Fraud Civil Remedies," 49 C.F.R. Part 31, shall apply to actions pertaining to this Contract. Upon execution of this Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

- C. Contractor also acknowledges that this Contract is connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307 and if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.
- D. Contractor shall include this Article in each subcontract financed in whole or in part with Federal assistance provided by FTA. Contractor shall not modify the Article, except to identify the Subcontractor who will be subject to the provisions.

## **RR-11                      SUSPENSION AND DEBARMENT\***

### **A. Applicability**

This article applies to federally funded contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services.

- B. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor shall verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Contractor shall comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

- C. By entering into this Contract, Contractor certifies that it shall comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract.

This certification is a material representation of fact relied upon by Metro. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment .

## **RR-12 RECYCLED PRODUCTS**

### **A. Applicability**

This Article applies to federally funded operations/management, construction, or materials & supplies contracts for items designated by the Environmental Protection Agency, when procuring \$10,000 or more per year.

- B.** To the extent practicable and economically feasible, a competitive preference shall be given for products and services that conserve natural resources and protect the environment and are energy efficient.

## **RR-13 CLEAN WATER AND CLEAN AIR REQUIREMENTS\***

### **A. Applicability**

This Article applies to all federally funded contracts over \$100,000.

### **B. CLEAN WATER REQUIREMENTS**

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and all applicable clean water standards of the State of California and any state or local agency having jurisdiction. Contractor shall report each violation to Metro. Metro will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office, and all other agencies having jurisdiction.

### **C. CLEAN AIR**

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and all applicable Clean Air Standards of the State of California or any state or local agency having jurisdiction. Contractor shall report each violation to Metro. Metro will, in turn, report each violation as required to FTA, the appropriate EPA Regional Office and all other agencies having jurisdiction.

## **RR-14 COMPLIANCE WITH FEDERAL LOBBYING POLICY \***

### **A. Applicability**

The following Article applies to federally funded contracts over \$100,000.

- B.** The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, requires that Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, attached hereto as the certification entitled, "Certification of Compliance with Federal Lobbying Requirements." As set forth in the certifications, each tier of subcontractors shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer

or employee of any agency, a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded from tier to tier up to Metro.

## **RR-15 BUY AMERICA \***

### **A. Applicability**

The following Article applies to federally funded rolling stock purchase and construction contracts over \$100,000 and to contracts over \$100,000 for materials & supplies for steel, iron, or manufactured products.

- B.** Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

Metro may investigate Contractor's, any Subcontractor's, and any Supplier's compliance with this Article. If an investigation is initiated, Contractor, Subcontractor, or Supplier shall document its compliance, in accordance with 49 CFR 661.15, and cooperate with the investigation. Contractor shall incorporate the Buy America conditions set forth in this Article in every subcontract or purchase order and shall enforce such conditions.

## **RR-16 CARGO PREFERENCE\***

### **A. Applicability**

The following Article applies to federally funded contracts involving equipment, materials, or commodities which may be transported by ocean vessels

### **B. USE OF UNITED STATES FLAG VESSELS**

Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels

Contractor shall furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading

in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Metro (through Contractor in the case of a subcontractor's bill-of-lading.)

Contractor shall include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## **RR-17 FLY AMERICA**

### **A. Applicability**

This Article applies to federally funded contracts if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air.

- B.** Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## **RR-18 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT \***

### **A. Applicability**

This Article applies to federally funded construction contracts over \$100,000 (including ferry vessels), rolling stock purchases over \$100,000 and to operations/management contracts over \$100,000 (except transportation services)

- B.** Pursuant to the Labor Standards Provisions Applicable to Non-construction Contracts subject to the Federal Contract Work Hours and Safety Standards Act, 40 U.S.C.A. § 327 through 332 as implemented by U.S. Department of Labor regulations, 29 CFR 5.5 (b) and (c) Contractor and Subcontractor's contracting for any part of the Contract work shall comply with the following:

- 1. Overtime requirements** – Neither Contractor nor any Subcontractor contracting for any part of the Contract work that requires or involves the employment of laborers or mechanics shall require or permit any such

laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages** – In the event of any violation of the Article set forth in paragraph 1 of this Section Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the Article set forth in paragraph 1 of this Section, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the Article set forth in paragraph 1 of this Section.
3. **Withholding for unpaid wages and liquidated damages** – Metro shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by Contractor or Subcontractor under the Contract or any other Federal contract with Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the Article set forth in paragraph 2 of this Section.
4. **Subcontracts** – Contractor or Subcontractor shall insert in any Subcontracts the Articles set forth in this Section and also a Article requiring the Subcontractors to include these Articles in any lower tier Subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the Articles set forth in this Section.
5. **Payrolls and basic records** – The records to be maintained hereinabove shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by Metro and U.S. Dept. of Labor. Contractor and Subcontractor shall maintain payrolls and basic records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.

**RR-19****SEISMIC SAFETY****A. Applicability**

This Article applies to federally funded Architect & Engineer contracts for the design of new buildings or additions to existing buildings and to contracts for the construction of new buildings or additions to existing buildings.

- B.** Any new building or addition to an existing building shall be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and Contractor shall certify to compliance to the extent required by the regulation. Contractor shall ensure that all work performed under this Contract, including work performed by a Subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**RR-20****ADA ACCESS****A. Applicability**

This Article applies to federally funded Architect & Engineer, Operations/Management, Rolling Stock Purchase, and Construction contracts

**B. Access Requirements for Persons with Disabilities**

Contractor shall comply with:

1. The requirements of 49 U.S.C. § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy;
2. All applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps;
3. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act;
4. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act; and
5. All applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;
- (11) Any implementing requirements FTA may issue.

## **RR-21      ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM \***

### **A. Applicability**

This Article applies to federally funded contracts for transit operations.

## **B. FTA Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations Regulations**

Contractor and its Subcontractors shall comply with the FTA anti-drug and alcohol misuse regulations (49 CFR Part 655) and the U.S. Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40) to the full extent that they are, by their terms, applicable to Contractor and its Subcontractors. The regulations apply to all "contractors" that have "covered employees" that perform "safety sensitive functions" as those terms are defined in the regulations.

## **C. Certificate of Compliance**

The CERTIFICATE OF COMPLIANCE WITH 49 CFR PARTS 655, PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT, submitted by Contractor prior to award, is incorporated as part of the Contract Documents.

## **D. Drug and Alcohol Testing Program**

In the event that any part of the Work under this Contract falls within the scope of 49 CFR Part 655, Contractor, and its Subcontractors (as applicable), shall implement all programs required under the regulations, including without limitation, a Drug and Alcohol Testing Program and an anti-drug use and alcohol misuse program, in full compliance with the regulations.

## **E. Alcohol and Drug Free Workplace Program**

In addition to the above, for Work performed on Metro property, Contractor shall provide an Alcohol and Drug-free Workplace Program in accordance with FTA requirements found at <http://transit-safety.volpe.dot.gov/Safety/DATesting.asp>.

# **RR-22 TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS \***

## **A. Applicability**

Subject to the limitations in Sections B, C and D, this Article applies if this Contract involves transit operations to be performed by employees of a Contractor recognized by FTA to be a transit operator, and if FTA has determined that it is financed in whole or in part with Federal assistance.

## **B. General Transit Employee Protective Requirements**

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance (other than Federal assistance authorized by 49 U.S.C. § 5310(a)(2) or 49 U.S.C. § 5311), and if the U.S. Secretary of Transportation has determined that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Metro under this Contract, then Contractor shall perform the transit operations work under the Contract in compliance with terms and conditions, (a) determined by the U.S. Secretary of Labor to meet the employee protective requirements



of 49 U.S.C. A 5333(b), and U.S. Department of Labor ("U. S. DOL") guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in a U. S. DOL letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Metro, and which is incorporated in the Form of Contract as a Contract Document entitled "U. S. DOL Certification".

**C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities**

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Metro under the Contract, Contractor shall perform the Work in compliance with the terms and conditions determined, (a) by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Metro, and which is incorporated in the Form of Contract as a Contract Document entitled "U. S. DOL Certification".

**D. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas**

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

**E. Indemnity**

Contractor shall defend, indemnify and hold harmless Metro, and its Board Members, employees and agents from and against all liability, claims, demands actions, costs, judgments, penalties, damages, losses and expenses arising out of or in connection with Contractor's failure to comply with or failure to carry out its responsibilities under all applicable provisions of Sections B, C and D of this Article.

**RR-23 CHARTER SERVICE OPERATIONS**

**A. Applicability**

This Article applies to federally funded Operational Service Contracts.

- B. Contractor shall comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

## **RR-24 SCHOOL BUS REQUIREMENTS**

### **A. Applicability**

This Article applies to federally funded Operational Service Contracts

- B. Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

## **RR-25 FEDERAL PATENT AND DATA RIGHTS\***

### **A. Applicability**

This Article applies to each contract involving experimental, developmental or research work and for which the purpose of the FTA grant is to finance the development of a product or information.

### **B. Subject Data**

The term "Subject Data" used in this Article means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "Subject Data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

### **C. Restrictions on Subject Data**

The following restrictions apply to all Subject Data first produced in the performance of the Contract:

1. Except for its own internal use, metro or Contractor may not publish or reproduce Subject Data in whole or in part, or in any manner or form, nor may metro or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
2. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any Subject Data or copyright described in subparagraphs C.2(a) and C.2(b) of this Paragraph C.2. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
  - (a) Any Subject Data developed under the Contract, whether or not a copyright has been obtained; and
  - (b) Any rights of copyright purchased by metro or Contractor using Federal assistance in whole or in part provided by FTA.
3. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, Metro and Contractor performing experimental, developmental, or research work required by the Contract shall permit FTA to make available to the public, either FTA's license in the copyright to any Subject Data developed in the course of the Contract, or a copy of the Subject Data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become Subject Data and shall be delivered as the Federal Government may direct. This Paragraph C.3 shall not apply to adaptations of automatic data processing equipment or programs for Metro's or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
4. Unless prohibited by state law, upon request by the Federal Government, Metro and Contractor shall indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Metro or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Neither Metro nor Contractor shall be required to indemnify the Federal Government for any such liability

arising out of the wrongful act of any employee, official, or agent of the Federal Government

5. Nothing contained in this Article shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
6. Data developed by Metro or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the Contract is exempt from the requirements of Paragraphs 2, 3, and 4 of this Article, provided that Metro or Contractor identifies that data in writing at the time of delivery of the Contract Work.

#### **D. Patent Rights**

If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Metro and Contractor shall take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

#### **E. Provision of Rights in Invention to Federal Government**

Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), Metro and Contractor shall take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

### **END OF REGULATORY REQUIREMENTS**

## **SPECIAL PROVISIONS (CONSTRUCTION)**

### **SP-01 DBE PARTICIPATION**

- A. The Contractor shall achieve its Disadvantaged Business Enterprise (DBE) Commitment of \_\_\_\_\_ percent (\_\_\_ %) of the total contract price. Achievement of the DBE commitment will be measured by the total amount paid for the work completed by firms identified as race-conscious (RC) DBEs.

Failure to meet DBE commitments and/or DBE contract requirements may result in administrative sanctions, as set forth in the Contract Compliance Manual (RC-FTA).

- B. Achievement of the DBE commitment will be measured by the total amount paid for the work completed by DBEs.

### **SP-02 SBE PARTICIPATION – (NOT USED)**

### **SP-03 PERCENTAGE OF WORK PERFORMED BY THE CONTRACTOR**

The Contractor shall perform with its own organization Work amounting to at least twenty (20) percent of the Total Contract Price.

### **SP-04 PROSECUTION AND COMPLETION OF WORK**

The Contractor shall commence performance of the Work on the date specified in the formal Notice to Proceed issued to the Contractor. The Contractor shall furnish all labor (including extra crews) and facilities and shall work such hours (including extra shifts and overtime operations) to prosecute the Work to completion in accordance with the Appendix entitled WORK COMPLETION SCHEDULE attached hereto and incorporated herein.

### **SP-05 NOTICE AND SERVICE THEREOF**

- A. Any Notice (e.g., Stop Notice, Preliminary Notice, etc.) except for Notices of Intent to Claim (see the Article entitled NOTICE OF INTENT TO CLAIM of the General Conditions) legally required to be given by one party to another under the Contract shall be in writing and dated. The Notice shall be signed by the party giving such Notice or by a duly authorized representative of such party.
- B. All Notices shall not be effective unless enclosed in a sealed envelope and transmitted by registered mail addressed to Metro's offices as follows:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, California 90012 - 2952

Attention: Bruce Warrensford  
Director of Contract Administration, Construction  
Metro Construction  
Contract No. C1056

- C. All Notices to the Contractor will be enclosed in a sealed envelope and transmitted by personal delivery to the Contractor or its Authorized Representative at the Worksite or by registered mail or any certifiable delivery service addressed as follows:

**FOLLOWING INFORMATION WILL BE INCORPORATED AT TIME OF AWARD**

Contractor Name#  
Contractor Address#  
Contractor City, State, County, Zip#

Attention: Contractor Contact Person#  
Contractor Contact Title#  
Contract No. C1056

- D. All Notices to the Surety, and/or any other entity and/or person, shall be enclosed in a sealed envelope and transmitted by personal delivery or by registered mail addressed as follows:

**FOLLOWING INFORMATION WILL BE INCORPORATED AT TIME OF AWARD**

Surety Name#  
Surety Address#  
Surety City, State, Zip#

Attention: Surety Contact Person#  
Surety Contact Title#  
Contract No. C1056

- E. Any Notice of changes of address shall be provided in accordance with the provisions of this Article.

**SP-06 IDENTIFICATION OF CONSULTANTS**

Parsons Brinckerhoff has been retained to provide design support services on this Project, as part of an Integrated Project Management team with Metro.

The Construction Manager (CM) that has been retained by Metro for this Project will be identified by Notice to Proceed. Delegation of authority to the Construction Manager shall be provided in the Article entitled AUTHORITY OF THE CONTRACTING OFFICER AND AUTHORIZED REPRESENTATIVES in the General Conditions.

**INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons, or damages in property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employee or subcontractors. As respects Professional Liability, coverage must be maintained, and evidence provided, for two years following the expiration of this contract.

**MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001)
2. Insurance Services Office form number CA0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance.
5. Contractor's Pollution Liability

**MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. Products/Completed Operations aggregate shall apply separately to this contract/agreement or the aggregate limit shall be twice the required per occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation to comply with California's statutory requirements.
4. Professional Liability: \$2,000,000 per occurrence.
5. Contractor's Pollution with minimum limits of \$1,000,000. Coverage is to remain in effect at least two (2) years after completion of project.

**OTHER INSURANCE PROVISIONS**

The insurance policies required per the terms of the contract are to contain, or be endorsed to contain, the following provisions:

1. Los Angeles County Metropolitan Transportation Authority (LACMTA), its subsidiaries, officials and employees are to be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned leased, hired or borrowed by the Contractor. The general liability coverage shall also include contractual, personal injury, independent contractors and broad form property damage liability. The coverage shall contain no special limitations on the scope of protection afforded to LACMTA, its subsidiaries, officials and employees.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects LACMTA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by LACMTA shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to LACMTA, its subsidiaries, officials and employees.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to LACMTA.
6. Workers' Compensation and Employer's Liability policies shall provide a waiver of subrogation in favor of LACMTA.
7. Professional Liability and Contractor's Pollution insurance shall be continued, and evidence provided to LACMTA, for two years following the expiration of the contract or, tail coverage provided for two years in the event of cancellation or non-renewal and shall be endorsed to include Non Owned Disposal Site Coverage (NODS).

#### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to, and amounts over \$25,000 approved by LACMTA.

#### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by LACMTA.

#### **VERIFICATION OF COVERAGE**

Contractor shall furnish LACMTA with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by LACMTA before work commences. If requested by LACMTA, the Contractor shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

#### **SUBCONTRACTORS**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsement for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. If requested by LACMTA, the Contractor shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.



**SP-08****CONTRACT DOCUMENTS TO BE FURNISHED BY METRO**

Metro will provide the following documents to the Contractor at no expense. The Contractor shall be responsible for supplying all Subcontractors and/or themselves with additional copies of documents at their own expense.

DOCUMENT	QUANTITY	
Conformed Contract Documents	(Except Drawings)	1
Contract Compliance Manual		1
Conformed Contract Drawings	(Full Size)	1
Labor Compliance Manual		1
Change Notice/Change Order Contract Documents	(Except Drawings)	1
Change Notice/Change Order Contract Drawings	(Full Size)	1
Reference Drawings	(Half Size)	1

**SP-09****SUBCONTRACTORS AND SUPPLIERS\***

The following table lists the Subcontractors and Suppliers as listed in the Contractors bid. Subcontractors and Suppliers added as a result of a Subcontractor Substitution approved by Metro will be added to this list by Contract Modification.

**FOLLOWING INFORMATION TO BE INCORPORATED WHEN CONTRACT IS CONFORMED**

Sub-Contractor	Type of Work	License Type and No.	DBE/MBE/WBE
Name: Address: Phone:			

Supplier	Material Supplied	??DBE/MBE/WBE
Name: Address: Phone:		

**SP-10****ESCROW OF BID DOCUMENTS**

- A. All bidders shall submit, to the CA within forty-eight hours (48) hours after the time for receipt of Bids, one copy of all documentary information generated in preparation of the Bid prices for the subject contract and shall include the same information from all Subcontractors named in the Bid. This material is hereinafter referred to and further defined herein in sub-Article E, Format and

Contents as “Escrowed Bid Documents” and shall be submitted in sealed containers and clearly marked “Escrow Bid Documents”. The Escrow Bid Documents of the successful bidder will be held in escrow for the duration of the Contract. The Escrowed Bid Documents are, and shall always remain, the property of the Contractor, subject to joint review by Metro and the Contractor. The Escrowed Bid Documents will be returned to the Contractor at such time as the Contract has been completed, final acceptance has been received, and a Notice of Completion has been filed (if required).

- B. The successful bidder agrees, as a condition of award of the Contract, that the Escrowed Bid Documents constitute all the information used in the preparation of the Bid and that no other Bid preparation information shall be considered in resolving changes or claims.
- C. The successful bidder also agrees that nothing in the Escrowed Bid Documents shall change or modify the terms or conditions of the Contract Documents. The Escrowed Bid Documents do not become part of the Contract Documents.
- D. Metro will not reproduce any of the Escrowed Bid Documents without the mutual agreement of the Contractor. Escrowed Bid Documents will be used to assist in the negotiation of Claims and in the settlement of Claims, disputes and other contractual matters. They will not be used for bid evaluation or for evaluation or approval of the bidder’s anticipated methods of construction or to assess the bidder’s qualifications for performing the Work.
- E. Format and Contents

Bidders may submit Escrowed Bid Documents in their usual cost estimating format; a standard format is not required. It is not the intention to cause the bidder extra work during the preparation of the Bid but to ensure that the Escrowed Bid Documents will be adequate to enable complete understanding and proper interpretation for their intended use. Preparation and submittal of the Escrowed Bid Documents shall be at the sole expense of the bidder.

Escrowed Bid Documents shall be in the English language. All dimensions and measurements shall be in the English (lb./foot/sec.) system. All costs shall be identified. For Bid Items amounting to less than ten thousand (\$10,000) dollars, estimated unit cost are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect cost, contingencies, and mark-up, as applicable, are allocated. The Escrowed Bid Documents shall include all quantity takeoffs, calculations or rates of production and progress, copies of quotes from Subcontractors and Suppliers, and memoranda, narratives, add/deduct sheets and all other information used by the bidder to arrive at the prices contained in the Bid.

- F. Submittal

The Escrowed Bid Documents shall be submitted by the bidder in a sealed container within forty-eight (48) hours after the time for receipt of Bids. The

Container shall be clearly marked on the outside with the bidder's name, date of submittal, Contract number and title.

The Escrowed Bid Documents shall be accompanied by a certification, signed by an individual authorized by the bidder, stating that the material in the Escrowed Bid Documents constitutes all the documentary information used in preparation of the Bid and that the bidder has personally examined the contents of the Escrowed Bid Documents and has found that the documents in the container are complete.

If the Contract is not awarded to the apparent successful bidder, the Escrowed Bid Documents of the second lowest bidder to be considered for award shall be processed as described above.

Timely submission of complete Escrowed Bid Documents is a prerequisite to a Contract award. The contents thereof will not be used for the bid evaluation. Failure to provide the necessary Escrowed Bid Documents within forty-eight (48) hours after the time for receipt of bids will be sufficient cause for Metro to reject the Bid.

Escrowed Bid Documents of unsuccessful bidder(s) will be returned after award of the Contract.

#### G. Storage

Metro will store the Escrowed Bid Documents at Metro's Gateway Plaza Building. Upon Notice of Award, the unsuccessful bidder will have 30 days to retrieve their Escrowed Bid Documents or they may be destroyed.

#### H. Examination After Award of Contract

The Escrowed Bid Documents shall be examined by both Metro and the Contractor, at any time deemed necessary after award of the Contract by the Contractor, to assist in settlement of claims, disputes and other contractual matters.

Examination of the Escrowed Bid Documents after award of the Contract is subject to the following conditions:

1. Metro and the Contractor shall each designate, in writing to the other and a minimum of three (3) days prior to examination, representatives who are authorized to examine the Escrowed Bid Documents. With the consent of both Metro and the Contractor, members of the Disputes Review Board or other ADR process, may examine the Escrowed Bid Documents if required to assist in the settlement of a claim.
2. Access to the Escrowed Bid Documents will take place only in the presence of duly designated representatives of both Metro and the Contractor.

## **SP-11 LIQUIDATED DAMAGES**

The liquidated damages for failure to complete the Work, or designated portion thereof, within the number of days indicated in the milestones, are specified in the Appendix entitled WORK COMPLETION SCHEDULE attached hereto and incorporated herein.

**SP-12            MODIFICATIONS TO THE GENERAL CONDITIONS– (NOT USED)**

**SP-13            STANDARD WORK DAY**

A Standard Work Day is defined as an 8 hour day.

**SP-14            STANDARD WORK WEEK**

A Standard Work Week is defined as a five (5) day period, commencing on Monday and ending on Friday.

**SP-15            SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE – (NOT USED)**

**SP-16            USE AND LIMITATIONS OF DISPUTES REVIEW BOARD – (NOT USED)**

**SP-17            CHANGES IN CONDITION OF BUILDINGS TO BE DEMOLISHED OCCURRING AFTER JOB WALK INSPECTION – (NOT USED)**

**SP-18            LIMITATION ON THE USE OF HEAVY EQUIPMENT**

If the Contractor anticipates using any vehicles or equipment over twenty thousand (20,000) pounds (loaded) during the performance of the Work in creeks or riverbeds, flood control channels or other such areas, dimensions and weights of such equipment shall be submitted to the Construction Manager for approval prior to use.

**SP-19            MODIFICATIONS TO THE ALCOHOL AND DRUG-FREE WORKPLACE MANUAL – (NOT USED)**

**SP-20            METRO-FURNISHED PERMITS**

See Specification Section 01 71 43 for METRO provided permits.

**SP-21            PAYMENT OF PREVAILING WAGES**

In addition to the requirements for payment of prevailing wages set forth in the LABOR COMPLIANCE MANUAL, the Contract is also subject to payment of prevailing wages as determined by the United States Department of Labor pursuant to the federal Davis Bacon Act. In the event of a conflict between the prevailing wage as determined by the State of California and the prevailing wage

as determined by the United States Department of Labor, the Contractor shall pay at least the higher of the two wages.

**SP-22**

**WEATHER DELAYS CAUSED BY RAIN**

- A. Definition: Severe weather as referred to in the Article entitled EXTENSION OF TIME, in the General Conditions is set forth and defined as follows: The Contractor will not be entitled to a time extension due to rain days less than or equal to the number of rain days indicated in the Monthly Rainfall chart below.

Month	Number of Work Days
January	5
February	6
March	4
April	2
May	1
June	1
July	0
August	0
September	0
October	1
November	1
December	4
<b>Total</b>	<b>25</b>

- B. The number of rain days expected to occur each month during the performance of the contract is quantified in the chart. Severe weather means the unforeseeable occurrence of more rain days during a month than the number of rain days expected to occur for that month as indicated in the chart. The number of rain indicated in the chart is based on a five day Standard Work Week
1. The Contractor shall account for the above rain days in the Baseline CPM Schedule. In the event the Contractor works a regularly scheduled workweek other than five days per week, the above numbers shall be multiplied by the ratio of the actual average number of work days per week divided by five work days.
- C. Calculation: Rain is defined as precipitation greater than 0.10" over a 24 hour period as measured by the National Weather Service, Los Angeles International Airport location and occurring during a scheduled work day. Rain occurring during a day not scheduled as a work day will not constitute an actual rain day for purposes of determining entitlement to a time extension for severe weather. The number of work days identified on the table above shall be utilized only for the associated month and may not be added to or carried over to any subsequent month.
- D. Time Extension: For purposes of determining whether the Contractor is entitled to a time extension for severe weather, the number of rain days as indicated in the Monthly Rainfall chart per month shall be compared to the

number of actual rain days occurring during the same month. A request for time extension will not be granted unless the number of actual rain days occurring during the month exceeds the number of rain days allowed for the month as indicated in Monthly Rainfall chart and the critical path of the CPM Schedule is impacted. The activities on the critical path must be directly impacted by severe weather. Other activities on the critical path that are not directly impacted will not be considered.

1. Except for a time extension due to severe weather allowed pursuant to this Article and the Article entitled EXTENSION OF TIME, in the General Conditions, the Contractor shall not be entitled to a time extension for any subsequent delay impacts resulting from rain if the contractor fails to provide reasonable rain impact mitigation to avoid subsequent delay impacts resulting from rain. Reasonable rain impact mitigation measures include, but are not limited to, temporary grading, sandbagging, and pumping of flooded areas. Subsequent delay impacts resulting from rain include, but are not limited to, effects such as ponding and flooding.

- E. Schedule Execution – For purposes of capturing the rain days as indicated in the Monthly Rainfall chart, the rains days shall be accounted for within and distributed along the network path.

## **SP-23**

### **ASSESSMENTS FOR SPECIAL CIRCUMSTANCES**

There are certain requirements that Metro has identified as significant concerns. Therefore, the Contractor's failure to meet these requirements will result in an assessment of Contract funds as described below.

- A. Failure of the Contractor to comply with the requirements described in the Sub-subarticles below entitled Quality Assurance and Public Affairs, will result in assessments to be deducted from progress payments in accordance with the following schedule:

1. For the first violation \$1,000
2. For the second violation \$5,000
3. For each additional violation \$10,000

a. Quality Assurance

1. Contractor is required to provide personnel, whether a direct employee of the Contractor or personnel employed by a subcontractor, for performing and controlling in-process Work, and to certify that these personnel are properly trained, qualified and certified to perform the specified tasks.

The personnel covered by this requirement are those cited in the Technical Specifications by the following terms:

- a. Registered Surveyor
- b. Registered Geotech
- c. Certified Gas Tester
- d. Safety Engineers

- e. Acoustical Engineer
- f. Traffic Control Personnel
- g. Qualified Welder
- h. Certified NACE Corrosion Engineer
- i. Qualified Shotcrete Nozzleman
- j. HDPE Welder

Any occasion when the Contractor supplies inadequately trained, improperly certified, uncertified or unqualified personnel, in the judgment of Metro, shall constitute a violation of this provision.

2. Contractor is required to complete the Work in conformance with the Technical Specification and Drawings. Inspections performed by Metro or its designee shall verify and document that materials provided and Work performed by the Contractor, or its subcontractors, complies with the applicable specifications, codes, standards, drawings, and other contractual documents. When the material and Work do not conform to specifications, code, standards, drawings and other contractual documents, Metro or its designee shall document this condition on Nonconformance Reports addressed to the Contractor as specified in Technical Specification. The Contractor shall provide a response to the Nonconformance Report within the time designated that shall include a description of the investigative actions taken to resolve the nonconformance, a description of the cause of the nonconformance, the actions taken or planned to correct the nonconformance, and the actions taken to prevent recurrence of the nonconformance. When the cause of the nonconformance is determined to be within the control of the Contractor, it shall constitute a violation of this provision.

b. Public Affairs

1. Contractor must comply with Technical Specification regarding temporary deck systems, and Technical Specification regarding chain link construction fencing, inclusive of the requirement that repairs should be made upon notification by the Resident Engineer. Failure to take immediate action to prevent injury to the public or the workers and provide a plan for repair within 24 hours will constitute a violation of this provision.
2. Contractor must comply with Technical Specification Section regarding the requirement to follow the traffic control plans based on LADOT's approval. Any failure to comply with LADOT approved traffic control plans shall constitute a violation of this provision.
3. Contractor must comply with Technical Specification Sections regarding maintaining pedestrian and vehicular access to affected properties. Contractor shall not close, block or prevent access to any driveway or street without coordinating the closure with Metro.

Closing, blocking or failure to maintain access to affected properties shall constitute a violation of this provision.

4. Contractor must comply with Technical Specification Sections regarding storage of materials. Failure to correct a nonconforming condition within 24 hours of notification by Metro shall constitute a violation of this provision.
5. Contractor must comply with Technical Specification Section regarding maintenance of a clean, orderly and hazard-free Worksite. Failure to correct a nonconforming condition after notification by Metro and by the end of the current shift, or the end of the Regular Work Day, whichever is sooner, shall constitute a violation of this provision.

B. Failure of the Contractor to comply with the requirements described in the Sub-subarticles below entitled Safety, Environmental, and Construction Noise and Vibration Control will result in assessment to be deducted from progress payments in accordance with the following schedule:

1. For the first violation \$5,000
2. For the second violation \$10,000
3. For each additional violation \$15,000

a. Safety

1. Contractor is required to comply with all requirements of a written or verbal stop work Notice immediately upon presentation by Metro. Failure to comply with the requirements of a stop work Notice is a violation of this provision.
2. Contractor is required to comply with the requirements of the Alternate Safety Coverage Policy in the Construction Safety and Security Manual. Failure to comply with this Policy is a violation of this provision.
3. Contractor shall remove from service and prevent the use of equipment tagged by Metro in compliance with the Red Tag Policy as described in the Construction Safety and Security Manual. Failure to remove "red tagged" equipment from service and prevent its use is a violation of this provision.
4. Contractor shall comply with all requirements regarding Fall Protection as described in the Construction Safety and Security Manual. Failure to comply with these requirements is a violation of this provision.
5. Contractor shall disclose and provide copies of any citation, enforcement or appeal correspondence from or to Cal/OSHA or any other regulatory agent to Metro, within 24 hours of receipt or



mailing by the Contractor. Failure to disclose and provide copies within 24 hours is a violation of this provision.

b. Environmental

The Contractor is required to complete the Work in an environmentally prudent manner, in full compliance with the requirements of the Contract Documents and the Contractor acknowledges that adherence to environmental regulations is required to protect the public's health and safety.

1. Contractor is prohibited from discharging wastes, either water or otherwise, that are not in compliance with Metro's permit for the sanitary sewer system, as specified in Technical Specification Section, or the storm drain system as specified in Technical Specification Section. Any noncompliant discharge shall constitute a violation of this provision.
2. Contractor, on a daily basis, is required to sample waste and water discharges and record results to demonstrate compliance with Technical Specification Section. Failure to sample, record and maintain the required documentation shall constitute a violation of this provision.
3. Contractor is required to utilize the personal protective equipment as described in Technical Specification Section. Contractor or subcontractor (at any tier) employees working without use of the required protective equipment shall constitute a violation of this provision.

c. Construction Noise and Vibration Control

1. Contractor is required to keep work activity noise levels beneath allowable levels as described in Technical Specification Section. Each occurrence of exceeding the allowable level shall constitute a violation of this provision.
2. While performing Work at the surface, Contractor is prohibited from utilizing equipment which does not meet the appropriate daytime noise emission limits, as described in Technical Specification Section. Each occurrence of exceeding the allowable level shall constitute a violation of this provision.
3. While performing Work at the surface, Contractor is prohibited from utilizing equipment which does not meet the appropriate nighttime noise emission limits, as described in Technical Specification Section. Each occurrence of exceeding the allowable level shall constitute a violation of this provision.
4. Contractor is required to keep work activity vibration levels beneath allowable levels as described in Technical Specification

Section. Each occurrence of vibration which is not below the allowable level shall constitute a violation of this provision.

5. Contractor is required to measure noise and vibration levels as described in Technical Specification Sections. Failure to test, record and maintain the required documentation shall constitute a violation of this provision.
6. Contractor is required to provide and certify that workers are adequately trained for work involving implementation of measurement activities, as described in Technical Specifications. Each instance of supplying inadequately trained and uncertified personnel is a violation of this provision.

d. Air Pollution Control

Contractor is required to comply with Rule 403, Limitation on Fugitive Dust Emissions, of the Southern California Air Quality Management District (SCAQMD) to minimize the generation of fugitive dust by using Best Available Control Measures, prevent it from remaining visible in the atmosphere beyond the property line of the emission source, and prevent or immediately remove the track out of bulk material onto public paved roadways, as a result of his/her operations. For the purpose of enforcement the detailed language of SCAQMD Rule 403 prevails over the summarized requirements below.

1. Contractor is prohibited from causing or allowing emissions of fugitive dust from any transport, handling, construction, or storage activity to remain visible in atmosphere beyond the property line of the emission source. Each occurrence of causing or allowing emissions of fugitive dust to remain visible in the atmosphere beyond the property line shall constitute a violation of this provision.
2. Contractor is required to use at least one Best Available Control Measures (BACM) for each source of fugitive dust to minimize the emissions, from construction operations, of fugitive dust. Failure to use at least one BACM for each source of fugitive dust shall constitute a violation of this provision.
3. Contractor is required to prevent or remove within one hour the track-out bulk material onto public paved roadways that results from his/her operations. Each occurrence of tracked-out bulk material that remains on the public paved roadways for more than one hour shall constitute a violation of this provision unless Contractor has taken at least one of the actions listed in Table 3 of SCAQMD Rule 403, and removed such material anytime track-out extends for 50 feet, and removed all visible roadway dust tracked-out as a result of active operations at the end of each work day when active operations cease.

4. If Contractor has taken at least one of the actions listed in Table 3 of SCAQMD Rule 403, (s)he must remove tracked-out bulk material anytime it extends for a cumulative distance of more than 50 feet onto any paved public road during active operations; and remove all visible roadway dust tracked-out upon public paved roadways as a result of active operations at the conclusion of each work day when active operations cease. Each occurrence of tracked-out bulk material that extends onto public paved roadways for a cumulative distance of more than 50 feet shall constitute a violation of this provision. Each failure to remove all visible roadway dust tracked-out onto public paved roadways at the conclusion of each work day when active operations cease shall constitute a violation of this provision.

C. Code of Conduct for Metro Contractors & Consultants, Sanctions Page 5

1. Failure of the Contractor/Consultant to comply with the requirements of the Code of Conduct for Metro Contractors and Consultants may result in an assessment from \$1,000 to \$5,000 for a first violation up to a maximum amount of one percent (1%) of the Contract value commensurate with the gravity of the violation.
2. In addition to the assessments defined above, whenever work is halted and the work stoppage is unauthorized by Metro and caused by the action or inaction of the Contractor, Metro's costs associated with the work stoppage shall be determined and will be charged to and recovered from the Contractor.

**SP-24 SITE ACCESS DATE**

All site access will be granted at Notice to Proceed.

**SP-25 TEMPORARY PARCEL AND EASEMENT AVAILABILITY – (NOT USED)**

**SP-26 CONTRACTOR'S STORAGE AND STAGING**

The following list shows the parcels and/or easements available for Contractor's storage, mobilization area, or staging area.

PARCEL NUMBER (Assessor's Number) / LOCATION	AVAILABLE DATE
#A2-300 / Crenshaw site – portion as shown on Drawing #U-151 only	At Notice to Proceed

## **SP-27            WORK ON PRIVATE PROPERTY**

Metro may make agreements with private property owners for the Construction easement areas indicated on the Contract Drawings. Any additional easement areas requested by the Contractor shall be obtained by separate agreement between the Contractor and the property owner and shall be solely at the Contractor's own risk and expense. Metro will not be a party to nor assume any liability for or arising under those separate agreements. Agreements shall be written in accordance with the Article entitled LIABILITY AND INDEMNIFICATION of the General Conditions. The Contractor shall produce evidence that agreements are in place before the Contractor occupies those areas covered by the agreements. The Contractor shall be responsible for coordinating its Work with any affected property owners.

## **SP-28            NIGHT-TIME AND SUNDAY CONSTRUCTION**

See Specification Section 01 71 43.

## **SP-29            SPECIAL THIRD-PARTY AGREEMENTS AND REQUIREMENTS – (NOT USED)**

## **SP-30            TRACK ALLOCATION MEETINGS - (NOT USED)**

## **SP-31            COOPERATION WITH METRO DURING METRO RAIL OPERATIONS – (NOT USED)**

## **SP-32            SPECIAL EVENTS**

Metro is aware there are, eight (8) day long, community events that will occur during the Contract term for which Contractor shall account in its schedule for performing and completing the Work.

## **SP-33            CLASSIFICATION OF CONTRACTOR'S LICENSE**

- A. The Contractor must possess and maintain the following license throughout the duration of the Work.
  - 1. A California State Contractor's License Classification 'A'
- B. All Subcontractors must possess and maintain the appropriate licenses throughout the duration of the Work.
- C. The Contractor and/or Subcontractor must possess and maintain throughout the duration of the Work any and all licenses, registrations and certifications required by existing law to perform the Work within the scope of the Contract, including, without limitation, a Class A license in accordance with §7028.15 A-E of the California Business and Professions Code, and certification for performance of Hazardous Substance Removal with the exception of "Asbestos-Related work" in accordance with §7058.7 of the California

Business and Professions Code. The term "Asbestos-Related Work", is defined in Section entitled HAZARDOUS WASTE OPERATIONS SAFETY AND HEALTH PROGRAM.

**SP-34 CRAFT LEVEL SAFETY INCENTIVE PROGRAM – (NOT USED)**

**SP-35 SAFETY AWARENESS PROGRAM INCENTIVES – (NOT USED)**

**SP-36 HAZARDOUS SUBSTANCES**

- A. The term "Hazardous Substances" means any substance, material or waste, exposure to which results or may result in adverse affects on health or safety, including, without limitation, any substance defined as a hazardous substance under §101 (14) of the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or under §25316 and 25317 of the California Health Safety Code, any substance or waste defined as a hazardous substance or hazardous waste under 8 CFR 5192 et. seq. or 29 CFR 1910 et. seq., and 29 CFR 1926 et. seq., any substance, material or waste listed by the U. S. Department of Transportation and regulated as hazardous materials under 49 CFR 172.101 and appendices, any substance, material or waste requiring hazardous Substance Removal (as defined below), Asbestos and petroleum and petroleum by-products, waste, oil, crude oil and natural gas, lead and lead-based paint surfaces as defined in 24 CFR 570.608.
- B. The Contractor may encounter Hazardous Substances, Asbestos, Gas Casings or USTs, lead or lead-based paint surfaces in structures, demolition materials and soils requiring Hazardous Waste Operations as defined by CAL/OSHA. All Hazardous Waste Operations, with the exception of asbestos piping as referenced in the technical documents, are expressly excluded from this Contract and shall not be performed by Contractor under this Contract. Metro will furnish a specialty Contractor to perform all Hazardous Waste Operations. In the event of a discovery of a condition requiring Hazardous Waste Operations, Contractor shall cease demolition operations and continue Work in unaffected areas until Metro has remedied the hazard. Measurement of delay time will be defined in a Change Order issued by Metro under the General Conditions Article entitled CHANGES.

**SP-37 ECONOMIC PRICE ADJUSTMENT – (NOT USED)**

**SP-38 POINT OF DELIVERY – (NOT USED)**

**SP-39 PERFORMANCE AND PAYMENT BOND**

- A. Concurrently with the execution of the Contract, the Contractor shall give Metro a Payment Bond and a Performance Bond in the form supplied by Metro (Appendix B and C hereto) and issued by a Surety with an A.M. Best Rating of A- or better and Class VII, unless otherwise approved by Metro, and authorized to issue such a bond in the state of California, in accord with General Conditions Article entitled PERFORMANCE AND PAYMENT BOND.

**SUBCONTRACT ADMINISTRATION**

In accordance with 49 CFR Part 26, the Contract Document entitled COMPENSATION AND PAYMENT and the Article entitled PAYMENT TO SUBCONTRACTORS, Metro has elected to implement the following requirements related to the Work that is performed by all Subcontractors of any tier under this Contract.

- A. Executed Subcontract Agreements. - Contractor shall submit to Metro Contracting Officer complete copies of all executed Subcontracts and/or Purchase Orders within fourteen (14) calendar days after the Contractor, or its Subcontractors, executes each Subcontract or Purchase Order. Contractor shall also submit copies of all Changes Orders, Modifications, Addendums or Amendments to such Subcontracts and Purchase Orders within fourteen (14) calendar days after execution. Contractor shall not darken out or delete any information from the submitted Subcontract and Purchase Order documents. The Subcontract and Purchase Order prices shown in the submitted documents shall not be cause for any reason by any Party to make an adjustment to the Contract Price and such pricing information will only be used to implement the provisions hereunder and in the Contract Document entitled COMPENSATION AND PAYMENT related to Subcontractor payments and retention.
- B. Subcontract Values. – Contractor shall, breakdown the Schedule of Values and its monthly Application for Progress Payment making all work activities, the value thereof, payments made to date and retention withheld, distinguishable between the Contractor, its Subcontractors and Suppliers, inclusive of the baseline Work and all Contract Modifications.
- C. Releases. - In accordance with the requirements set forth in the Contract Document entitled COMPENSATION AND PAYMENT and the Article entitled PROGRESS PAYMENTS and the Article entitled PAYMENT TO SUBCONTRACTORS, Contractor shall cause that its Subcontractors and Suppliers complete and provide Conditional and Unconditional Waiver and Release forms, attached hereto as Exhibits SA-1 and SA-2, for Contractor to submit with its Applications for Progress Payment and Request for Final Payment. In the event Contractor fails to submit the required Waiver and Release form then any money's due for that Work performed shall not be paid and will be carried over to the next Progress Payment, or the Final Payment delayed, until such time Contractor submits the required Waiver and Release form. Any such payment withheld shall not be cause for a Contract Change, Claim, or subject to any accrued interest.
- D. Survival of Obligations. - Without limiting any other provision of the Contract relating to continuing obligations that extend beyond Final Acceptance of the Work or any Subcontractors' or Suppliers' Work under this Contract, the Contractor's responsibility for injury to persons and/or property arising from its duties and obligations under the Contract, including without limitation, the Articles entitled LIABILITY AND INDEMNIFICATION, GOODS, and

WARRANTY in the Contract Document entitled GENERAL CONDITIONS, shall survive acceptance and any payment to Contractor by METRO for any element of the Work performed by a Subcontractor or Supplier under this Contract.

- E. Undisclosed Incomplete Work. - Contractor will not be relieved of its obligations to complete any element of the Work, or any portion or item thereof, the non-completion of which was not disclosed to METRO prior to Final Acceptance of the Contract, regardless of: (1) whether such nondisclosures were fraudulent, negligent, or otherwise; and (2) METRO having inspected or accepted the element of the Work, having accepted Contractor's certification that the element of the Work is completed, having made payment to Contractor for the element of the Work, or Contractor having made final payment, including a release of retention to its Subcontractor or Supplier for that element of the Work. Contractor shall remain obligated to correct all such items after Final Acceptance of the Contract under this Article and all other provisions of the Contract that, expressly or by their nature, extend beyond or survive Final Acceptance.
- F. Modified General Condition. The Contract Document entitled GENERAL CONDITIONS, the Article entitled ACCEPTANCE OF ELEMENTS OF THE WORK, and the sub-Article entitled ACCEPTANCE OF AN ELEMENT, is modified to read:

“If portions of the Work (due to having independent utility or a subcontract being fully completed) are completed in advance of the deadlines specified in this Contract, METRO shall have the right to accept them in advance of the deadline for completion of the entire Contract. Any such partial Acceptance shall follow a procedure similar to that required for Substantial Completion, modified as specified by the Contracting Officer. The Contracting Officer will also determine the effect of such partial Acceptance on Contractor's responsibility for maintenance during construction and its Warranty obligations.”
- G. Inspection of a Subcontractor's work, under the terms of this Special Provision, shall not constitute an exception for Acceptance as contemplated by the General Condition Article entitled PERFORMANCE AND INSPECTIONS, sub-article A.3, unless it is specified in writing as stated therein.
- H. The terms of this Special Provision, as it relates to General Condition entitled PERFORMANCE AND INSPECTIONS, sub-article A.4, creates an METRO obligation to make inspections of Subcontractors completed work for the limited purpose of implementing the terms of this Special Provision, such inspections shall not relieve Contractor of any of its responsibilities under this Contract.
- I. After the Contractor has notified METRO that a Subcontractor's work is complete, METRO may charge the Contractor for any additional costs

METRO incurs for the inspections when the Work is not ready at the time indicated in the notice or when an additional inspection is necessitated by prior rejection.

- J. Contractor shall consider and plan for the requirements of this Special Provision and any delay in any Critical Path, or other interruption to the Contractor, resulting from any inspections or other terms of this Special Provision shall **not**, for any reason, result in an increase to the Contract Price or Time, nor entitle Contractor to any recovery of any costs, or delay, or interest payments occasioned thereby.
- K. Notwithstanding any terms of this Special Provision, the terms of Warranty, either express or implied in this Contract remain unchanged.
- L. Modified Compensation and Payment Article -

CP-3 RETENTION AND ESCROW ACCOUNTS\*  
(Only paragraphs A & B are revised.)

- A. Subcontractor Retention:  
The retention proceeds withheld by the Contractor from any subcontractor, and by a Subcontractor from any Subcontractor hereunder shall not exceed five percent (5%) of the payment and in no event shall the total retention proceeds withheld exceed five percent (5%) of the subcontract price or the higher percentage specified above actually being withheld by LACMTA. This requirement shall not apply if the Contractor provides written notice to the Subcontractor, pursuant to subdivision (c) of California Public Contract Code 4108, prior to, or at, the time the bid is requested, that bonds shall be required, and the Subcontractor subsequently is unable or refuses to furnish to the Contractor a performance and payment bonds issued by an admitted surety.
- B. Substitution of Securities:  
To ensure performance under the Contract, the Contractor may, at its sole expense, substitute securities equivalent to the retention withheld by METRO. Such securities shall be deposited with an escrow agent approved by METRO, who shall then pay such retention to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. The Contractor shall be the beneficial owner of any security substituted for monies withheld and shall receive any accrued interest thereon. Securities eligible for investment shall include those listed in Government Code §16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and METRO. No such substitution shall be accepted until the Escrow Agreement, securities, and any other documents related to the substitution are reviewed and accepted in writing by METRO. In the event Contractor's subcontractors elect to do any of the following the Contractor shall:



1. If a subcontractor elects to substitute securities in lieu of retention with the Contractor, then in accordance with the sub-Article herein entitled "PAYMENT TO SUBCONTRACTORS", when Contractor certifies to METRO that all tasks called for in the subcontract have been satisfactorily accomplished and METRO has inspected the Work, Contractor shall release the subcontractor's securities within ten (10) days after receipt of Metro notice on the completed inspection, even though there may be no adjustment(s) to be made to Contractor's substitute securities in lieu of retention.
2. In the event the Contractor elects to substitute securities in lieu of retention and a subcontractor has not elected to substitute securities in lieu of retention, Contractor may withhold from his or her subcontractor the amount of retention that would have otherwise been withheld, yet when, in accordance with the sub-Article herein entitled "PAYMENT TO SUBCONTRACTORS", Contractor certifies to METRO that all tasks called for in the subcontract have been satisfactorily accomplished and METRO has inspected the Work, Contractor shall release the subcontractor's retention within ten (10) days after receipt of Metro notice on the completed inspection, even though there may be no adjustment(s) to be made to Contractor's substitute securities in lieu of retention.

## **SP-42**

### **DELAY COMPENSATION**

#### **a. Calculation of Amount of Delay Compensation**

Delay Compensation shall be payable only in connection with an extension of the Contract Time based on a Compensable Delay, and shall be an amount equal to the product of the specified Delay Compensation rate and the number of days of Compensable Delay allowed. The daily rate is set forth in the Article entitled COMPENSATION in Contract Document FORM OF CONTRACT, and is the rate bid by the Contractor in the SCHEDULE OF QUANTITIES AND PRICES in the Bid Forms submitted by the Contractor.

In order to avoid duplicative compensation for overhead expense for Change Orders during the period of any Compensable Delay, the mark-ups payable under GENERAL CONDITIONS article entitled BASIS FOR ESTABLISHING COSTS on direct costs for Changed Work performed during any such period shall be reduced by the 5%.

#### **b. Estimated Number of Days of Delay Compensation**

The estimated quantity for Delay Compensation in the SCHEDULE OF QUANTITIES AND PRICES is for bidding purposes only, solely to establish a basis of award and daily rate, and is not intended as an actual estimate. The actual number of days of Compensable Delay may be greater or lesser than the estimated quantity. The total Delay Compensation amount in the Schedule of Quantity and Prices in the Bid Forms submitted by the Contractor is not and shall not in anyway be constructed to be part of the

Contract Price. The Contractor will be paid Delay Compensation only for actual Compensable Delays, without respect to the estimated quantity, by a Contract Change Order/ Modification.

## **SP-43      PROVISIONAL SUMS**

### **A. General**

Provisional Sums identified in the Contract Document entitled SCHEDULE OF QUANTITIES & PRICES (or any portion thereof) can only be expended by the Contractor after receiving written authorization from Metro's Contracting Officer. Provisional Sums are not a guaranteed part of the Contract price; and are subject to increase or decrease as determined by Metro, based on the actual needs of the Project.

### **B. Authorization and Notifications**

Metro will include in any written authorization to expend Provisional Sums (or any portion thereof) the basis of compensation i.e. a lump sum price, unit prices, or time and material (T&M).

1. When the written authorization identifies a Not-to-Exceed (NTE) amount, and whenever Contractor has reason to believe that (1) the costs the Contractor expects to incur when added to all costs previously incurred, will exceed seventy-five percent (75%) of the NTE amount specified in the written authorization; and (2) the total cost for the performance of the Work, will be greater or less than the NTE amount authorized, Contractor shall give Metro written notice and provide a revised detailed estimate of the total amount to complete the Work. Metro is not obligated to reimburse the Contractor for costs incurred in excess of the current authorized NTE amount, and the Contractor is not obligated to continue performance (including actions under the Termination clause of this Contract) or otherwise incur costs in excess of the authorized NTE amount, until Metro increases the NTE amount in writing
  - a. Only the Metro Contracting Officer is authorized to increase the authorized NTE amount. In the absence of the Contracting Officer's written authorization Metro is not obligated to reimburse or compensate the Contractor for any costs in excess of the NTE amount.
  - b. Any written modification to the Contracting Officer's authorization shall not be considered an authorization to exceed the authorized NTE amount, unless it contains an express statement increasing the NTE amount.
2. When the written authorization is issued for an agreed upon lump sum price, Contractor shall not be due any additional compensation based on Contractor's actual incurred costs, unless the scope of the Work changes and is agreed upon by Metro's Contracting Officer in writing.
3. Under no circumstances shall Metro be obligated to compensate Contractor for any work performed by Contractor prior to receiving written

authorization to expend Provisional Sums (or any portion thereof) from Metro's Contracting Officer.

4. When seeking authorization to expend Provisional Sums (or any portion thereof) Contractor shall provide Metro a minimum of ten (10) Days written notice prior to the need to perform the work, including a detailed scope of the work to be performed and detailed cost proposal prepared in accord with the Articles entitled CHANGES and subsection Basis for Establishing Costs in the Contract Document GENERAL CONDITIONS. Contractor shall be responsible for the timely submittal of any request to expend Provisional Sums (or any portion thereof) so the Parties can agree upon the costs and schedule prior to the Contracting Officer issuing a written authorization, to avoid any impact to the Approved Critical Path Schedule.
5. Metro reserves the right to issue a unilateral authorization to expend Provisional Sums (or any portion thereof) in the event the Parties are not able to agree on the costs for the work.
6. The execution of a bilateral Provisional Sums authorization by the Contracting Officer and the Contractor's authorized representative shall constitute a full accord and satisfaction of all amounts payable, and all time and all other Claims arising out of the Work that is the subject of the written authorization. There will be no reservation of rights by either Party on a bilateral authorization.
7. Contractor agrees to, and shall not take advantage of, any apparent non-conformity in the Contract Documents to request or maximize the use of Provisional Sums under the Contract.

**C. Basis for Establishing Costs Associated with a Provisional Sum Authorization**

Compensation for a Provisional Sum authorization shall be the sum of all eligible costs that Metro determines are allowable, allocable and reasonable to perform the Work, and a mark-up for overhead and reasonable profit, as set forth in the Contract Document General Conditions article CHANGES, subsection entitled Basis for Establishing Costs.

1. Contractor shall not be entitled to, nor seek compensation from Provisional Sums for the cost of any Work already included in the Contract Price exclusive of the Provisional Sums identified in the Contract.
2. The Parties agree and recognize that all Work performed on a cost basis of Time and Material must be documented on acceptable T&M records, such as Time sheets which identify the individual workers and equipment with hours traceable directly to the cost code assigned to the Work. All T&M time sheets must be signed off by a Metro representative and submitted/transmitted to Metro within 24 hours. The work sheets must contain a clear narrative as to the work performed.

**SP-44                      MASTER COOPERATIVE AGREEMENTS – (NOT USED)**

**LACMTA PROJECT LABOR AGREEMENT AND CONSTRUCTION CAREERS POLICY**

Contractor understands and agrees to comply with the Project Labor Agreement (PLA) between the LACMTA and the Los Angeles/Orange County Building and Construction Trades Council and with the LACMTA Construction Careers Policy (CCP). The Project Labor Agreement and LACMTA Construction Careers Policy are available at <http://www.metro.net/about/pla/>

- A. Purpose: The purpose of the LACMTA PLA and CCP is to facilitate careers in the construction industry, promote employment opportunities during the construction of the Project and provide for orderly settlement of labor disputes and grievances without strikes or lockouts.
- B. Contractor and Subcontractor Obligations: Contractor and its Subcontractors, with respect to construction, shall accept and be bound to the terms and conditions of the PLA for the duration of the Contract.
- C. Contractor Letter of Assent: Contractor shall evidence its acceptance of the PLA by submitting to LACMTA a signed Letter of Assent, as required by the PLA, before LACMTA will issue the Notice to Proceed for the Work.
- D. Subcontractors Letter of Assent: Contractor's Subcontractors, with respect to construction, shall submit to LACMTA prior to starting any work the signed Letter of Assent required by the PLA. Contractor shall ensure each Subcontractor's timely submittal of a signed Letter of Assent.
- E. Contractor Employment Hiring Plan: Prior to LACMTA issuing the Notice to Proceed for the Work, the Contractor shall prepare, submit and obtain LACMTA's approval of its Employment Hiring Plan (EHP), and have held its pre-job conference with the appropriate affected Union(s), as required by and further described in the CCP.
- F. Subcontractors Employment Hiring Plan: Contractor's Subcontractors, with respect to construction, shall submit their EHP to LACMTA for approval at least twenty (20) business days prior to the planned date for starting work. No Subcontractor shall be approved to work on the project without an approved EHP. Contractor shall ensure each Subcontractor's timely submittal of their EHP and also ensure a Subcontractor has an approved EHP before starting any work.
- G. Jobs Coordinator: In accordance with the CCP, Contractor shall recommend a qualified Jobs Coordinator for approval by LACMTA. The recommended Jobs Coordinator shall meet the qualification requirements set forth in the PLA and CCP.
- H. Zip Code Area Tables: A reference table for "Economically Disadvantaged Area", "Extremely Economically Disadvantaged Area", and "Targeted Workers", as defined in the PLA and CCP, is available at <http://www.metro.net/about/pla/> to assist the Contractor and its Subcontractors with implementing the PLA and the CCP.

**END OF SPECIAL PROVISIONS**

## EXHIBIT SA-1 - CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from \_\_\_\_\_  
(Maker of Check)

in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_  
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of \_\_\_\_\_ located at \_\_\_\_\_  
(Owner)

\_\_\_\_\_ (Job Description)  
to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to \_\_\_\_\_  
(Your Customer)

through \_\_\_\_\_, only and does not cover any retentions retained before or after the  
(Date)

release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Original Contract Price	\$ _____
Executed Changes to date	\$ _____
Total Contract Price to date	\$ _____
Total Earned to date	\$ _____
Total Payments Received to date	\$ _____
Retention withheld to date	\$ _____
Any other withholdings to date	\$ _____

Dated: \_\_\_\_\_ Company Name: \_\_\_\_\_

Signed by: \_\_\_\_\_  
(Print Name) (Print Title)

## EXHIBIT SA-2 - UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT OR FINAL PAYMENT

The undersigned has been paid and has received a progress payment, or final payment, in the sum of \$\_\_\_\_\_ for labor, services, equipment, or material furnished to \_\_\_\_\_ on the job of \_\_\_\_\_

(Your Customer) (Owner)  
located at \_\_\_\_\_ and does hereby release any  
(Job Description)

mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to \_\_\_\_\_ through

(Your Customer)  
\_\_\_\_\_ only and does not cover any retentions retained before or after the  
(Date)

release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress or final payment.

Original Contract Price	\$ _____
Executed Changes	\$ _____
Total Contract Price	\$ _____
Total Payments Received to Date	\$ _____
Total Retention Amount	\$ _____
Other withholdings, Total	\$ _____

Dated: \_\_\_\_\_ Company Name: \_\_\_\_\_

Signed by: \_\_\_\_\_  
(Print Name) (Print Title)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

## SPECIAL PROVISIONS

### APPENDIX A - WORK COMPLETION SCHEDULE

Contractor shall commence performance of the Work upon the date specified in the formal Notice to Proceed issued to the Contractor hereunder and shall furnish sufficient forces, facilities and construction plant, and shall work such hours, including extra shifts and overtime operations, so as to prosecute the Work to completion in accordance with the following major Contract Milestone:

Milestone	Description	Schedule	Liquidated Damages Amount per Calendar Day
No. 1	<b>SCE Work:</b> The Contractor shall complete and receive Acceptance from SCE for all power vaults and ducts, including mandreling, backfilling, and paving.	<b>548</b> calendar days after the effective date of NTP.	\$1,900
No.2	<b>Substantial Completion:</b> Contractor shall complete all Work	<b>696</b> calendar days after the effective date of NTP.	\$2,200

The maximum amount of liquidated damages for which the Contractor shall be liable is \$4,100 per calendar day for failure to meet any or all Milestones.



## APPENDIX B - PERFORMANCE BOND

### CONTRACT NO. C1056 WESTSIDE SUBWAY EXTENSION PROJECT - ADVANCED UTILITY RELOCATIONS (LA CIENEGA STATION)

WHEREAS the Los Angeles County Metropolitan Transportation Authority ("Metro") has awarded to \_\_\_\_\_ ("Principal"), Contract No. C1056, **Westside Subway Extension Project - Advanced Utility Relocations (La Cienega Station)** and

WHEREAS Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract;

NOW, THEREFORE, we \_\_\_\_\_, as Principal, and \_\_\_\_\_, ("Surety"), as Surety, are held and firmly bound unto Metro in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this amount being not less than the Total Contract Price in lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by these presents. In case suit is brought upon this Bond, Surety shall pay reasonable attorneys' fees to Metro in an amount to be fixed by the court.

The condition of this obligation is such that, if the hereby-bonded Principal or its heirs, executors, administrators, successors, assigns, or Subcontractors shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Further, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents, or of the Work to be performed there under, shall in any way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or modification of the contract documents or of the Work to be performed there under.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety named herein, on the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

By: \_\_\_\_\_  
(Principal)

\_\_\_\_\_

By: \_\_\_\_\_  
(Surety)

\_\_\_\_\_

By: \_\_\_\_\_

## APPENDIX C - PAYMENT (MATERIAL AND LABOR) BOND

### CONTRACT NO. C1056 WESTSIDE SUBWAY EXTENSION PROJECT - ADVANCED UTILITY RELOCATIONS (LA CIENEGA STATION)

WHEREAS the Los Angeles County Metropolitan Transportation Authority ("Metro") has awarded to \_\_\_\_\_ ("Principal"), Contract No. C1056 **Westside Subway Extension Project - Advanced Utility Relocations (La Cienega Station)** and

WHEREAS Principal is required under the terms of the Contract to furnish a Bond to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we \_\_\_\_\_, as Principal, and \_\_\_\_\_, ("Surety"), as Surety, are held and firmly bound unto Metro in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this amount being not less than the Total Contract Price in lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by these presents. In case suit is brought upon this Bond, Surety will pay reasonable attorneys' fees to Metro and the plaintiff(s) in an amount to be fixed by the court.

The condition of this obligation is such that, if the hereby-bonded Principal, or its heirs, executors, administrators, successors, or assigns, or Subcontractors shall fail to pay any of the persons named in Civil Code § 3181 or to pay amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or amounts due under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal or its Subcontractors pursuant to § 13020 of the Unemployment Insurance Code with respect to Work or labor performed under the Contract, then the Surety herein named shall pay for the same in an amount not exceeding the sum specified in this Bond; otherwise the above obligation shall be void.

This Bond shall inure to the benefit of any of the persons named in Civil Code § 3181 as to give a right of action to such persons or their heirs, executor's, administrators, successors, or assigns in any suit brought upon this Bond.

Further, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents, or of the Work to be performed there under, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the contract documents, or of the Work to be performed there under.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety named herein, on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

By: \_\_\_\_\_  
(Principal)

By: \_\_\_\_\_  
(Surety)

By: \_\_\_\_\_

# GENERAL CONDITIONS (CONSTRUCTION)

Note: All Articles, Subarticles, or portions of the Contract noted by an asterisk (\*) shall be included in all Subcontracts of any tier.

## GC-01 GLOSSARY OF TERMS

### A. Abbreviations and Symbols

The following abbreviations are used in these documents:

ADR	Alternative Disputes Resolution
Cal-OSHA	California Occupational Safety and Health Administration
CALTRANS	California Department of Transportation
CCR	California Code of Regulations
CFR	Code of Federal Regulations
CM	Construction Manager or Construction Management Consultant
CN	Change Notice
CO	Change Order
CPM	Critical Path Method
CPUC	California Public Utilities Commission
CRB	Claims Review Board
CSI	Construction Specifications Institute
CSP	Cost and Schedule Proposal
DOT	United States Department of Transportation
DRB	Disputes Review Board
EEO	Equal Employment Opportunity
FAR	Federal Acquisition Regulations
FTA	Federal Transit Administration
LACFCD	Los Angeles County Flood Control District
LACOFD	Los Angeles County Fire Department
LADOT	Los Angeles City Department of Transportation
LADPW	Department of Public Works, City of Los Angeles
LAFD	Los Angeles City Fire Department
LDs	Liquidated Damages
NOIC	Notice of Intent to Claim
NTE	Not-to-Exceed
NTP	Notice To Proceed
OSHA	United States Department of Labor, Occupational Safety and Health Administration, and Occupational Safety and Health Act
PCC	Public Contracts Code
PUC	Public Utilities Code,
RFC	Request for Change
RFI	Request for Information
SCAQMD	South Coast Air Quality Management District
SSPWC	Standard Specifications for Public Works Construction
U.S.C.	United States Code
VECP	Value Engineering Change Proposal

Additional abbreviations may be found in the Statement of Work, Special Provisions, and on the Contract Drawings.

## **B. Definitions**

The following terms, when capitalized, shall have the following meanings (additional terms may defined in the Special Conditions):

Acceptance	Acceptance by Metro's Authorized Representative of completion of the Work or any Element in accordance with the Contract by the issuance of a Certificate of Substantial Completion of the Work or any Element, as provided in the Contract.
Acceptance Test	Any one of the tests described in the Contract as an acceptance test.
Alternative Dispute Resolution (ADR)	Means for settling a Dispute, which may include arbitration, mediation or any other recognized procedure or combination of procedures voluntarily used to resolve issues in controversy without the need to resort to litigation.
Amendment	A formal revision or addition to the Contract agreed to in writing and executed by the parties. Includes all changes, corrections and adjustments to the Contract Price, Contract Time and Contract Documents that are agreed to in writing and executed by the parties.
Authorized Auditor	Any Metro Authorized Representative, any Government Entity and/or any firm of auditors appointed by Metro or other Government Entity to perform any audit on behalf of Metro or Government Entity.
Authorized Representative	Person or firm authorized or empowered by Metro to act for, or on behalf of Metro. The Contracting Officer is Metro's primary Authorized Representative, and is the only person authorized to delegate authority to any other Authorized Representative. The Contracting Officer's delegation to other Authorized Representatives shall be in writing and limited to specifically defined authority and responsibilities. The authority, responsibilities and limitations of any Authorized Representative shall be described in the Contracting Officer's notice to the Contractor designating the Authorized Representative. Any authority or responsibility not delegated by the Contracting Officer to another Authorized Representative shall remain solely with the Contracting Officer as Metro's Authorized Representative.

Certificate of Final Acceptance	The formal written acknowledgment from Metro to the Contractor that the Work has been fully completed and has been Finally Accepted in accordance with the Contract.
Certificate of Substantial Completion	The formal written acknowledgment from Metro to the Contractor that the Work, or an Element thereof, has been Substantially Completed in accordance with the Contract.
Change Notice (CN)	A written document issued by Metro to the Contractor describing a proposed change to the Work and requesting the Contractor to submit a Contractor's Cost and Schedule Proposal.
Change Order (CO)	A written order by Metro's Contracting Officer directing Changed Work.
Changed Work (or Change)	Additions, deletions or other revisions to the Work within the general scope of the Contract. Changed Work must be directed by Metro by a Change Order or agreed to by the parties in an Amendment or other Modification. Includes Work that does not involve an adjustment in the Contract Price and/or Contract Time. Does not include Work performed or time spent by Contractor to correct any Deficiency.
Chief Executive Officer (CEO)	Chief Executive Officer of Metro.
Claim	A written demand by one of the contracting parties for: <ol style="list-style-type: none"> <li>1. A time extension,</li> <li>2. An adjustment or interpretation of Contract terms;</li> <li>3. Payment or money, or</li> <li>4. Other legal, equitable or contractual relief.</li> </ol>
Construction Equipment	Contractor-furnished equipment required and used by the Contractor to perform the Work, but not affixed to or incorporated into the Work.
Construction Manager (CM)	Metro or the Construction Management Consultant retained and designated by Metro to supervise Work. The CM shall be the Authorized Representative of Metro to the extent expressly set forth in the Contract or in any written designation by the Contracting Officer.
Construction Staging Area	Property used by the Contractor during the performance of the Work for the purpose of storing Goods and Construction Equipment, and coordinating the Work.
Contract	This written agreement executed by Metro and the Contractor which sets forth the rights and obligations of the parties in connection with the Work, and which

	includes the Contract Documents and all incorporated attachments and exhibits.
Contract Administrator	Metro's Authorized Representative with authority, as provided in this Contract or in any delegation from the Contracting Officer, to administer all non-technical contractual matters related to this Contract.
Contract Drawings	The plans depicting the Work showing its locations, character, dimensions, and details.
Contract Documents	The documents included in the Contract and made a part hereof, including without limitation Attachments and Exhibits incorporated herein either by attachment or by reference.
Contract Price	The total compensation approved by Metro to be paid to the Contractor in accordance with the terms of the Contract and all Modifications.
Contract Time	The number of calendar days, or portion thereof, allowed for completion of the Work and Final Acceptance by Metro, including all authorized time extensions. The date specified in the NTP shall be the date on which the Contract Time begins and the Scheduled Completion Date shall be the date the Contract Time ends.
Contracting Officer	<p>The CEO of Metro or CEO's Authorized Representative who is designated in writing by the CEO as Contracting Officer for this Contract and authorized and empowered on behalf of Metro to:</p> <ol style="list-style-type: none"> <li>1. Execute this Contract, and all Modifications, directives, and other agreements and documents related to this Contract; and.</li> <li>2. Delegate in writing specific authority and responsibilities under this Contract to other Authorized Representatives.</li> </ol>
Contractor	The individual, firm, partnership, corporation, joint venture, or combination thereof, which may also be referred to by the term "it", that has entered into the Contract with Metro. Includes Contractor's successors, assigns, employees, officers, Contractor's Representatives, and agents. In context may also include Subcontractors, Suppliers and any other persons for whom the Contractor may be legally or contractually responsible.
Contractor's Representative	The Contractor's executive representative authorized and empowered to act on behalf of the Contractor, to receive and fulfill instructions from Metro, and who shall direct the activities of the Contractor.



Critical Path	The line on a Critical Path Schedule through the various project tasks at the intersection of the points of their logical relationship (junction points or nodes) that controls the time of completion of the Work.
Critical Path Schedule	A schedule which includes the planned sequence of activities showing the interrelationships and dependencies of the elements that comprise the Work, including a breakdown of all of the elements of the Work in to individual tasks, number of days required to perform each task and their logical relationship. The Critical Path Schedule includes the entire Contract Time from the Notice to Proceed to the Scheduled Completion Date.
Cure Notice	Written notice from Metro to the Contractor to cure a default, issued pursuant to the Article entitled TERMINATION FOR DEFAULT.
Days	Unless otherwise stated, "days" shall mean calendar days.
Deficiency	<ol style="list-style-type: none"> <li>1. Defect(s) in any of the Work related to its construction, materials, workmanship or functionality,</li> <li>2. Failure to meet or any deviation from any Contractual standard,</li> <li>3. Error(s), omission(s), or deviation(s) from the Specifications; or</li> <li>4. Other problem(s) which result in the Work or any portion thereof not performing in accordance with the Specifications.</li> </ol>
Delay	Any delay to the Critical Path in the Critical Path Schedule. The specific types of Delay applicable to the Contract are described in the Article entitled EXTENSION OF TIME herein.
Delay Compensation	<p>A liquidated amount payable to the Contractor based upon a daily rate of compensation for Compensable Delays (as described in the Article entitled EXTENSION OF TIME herein). Such liquidated amount constitutes the total compensation for Compensable Delays for all costs associated with the Delay, whether foreseen or unforeseen, including without limitation:</p> <ol style="list-style-type: none"> <li>1. Allowable Costs</li> <li>2. Extended and extraordinary overhead (direct and home office);</li> <li>3. Added insurance and bond costs;</li> </ol>

4. Loss of productivity or inefficiency;
5. Labor, wage, material and Construction Equipment escalation costs;
6. Other costs, expenses and damages, direct and indirect, arising from or related to the Compensable Delay; and

The “impact” or “ripple effect” of the Compensable Delay on the Work.

Dispute	A disagreement between the parties as to the merits, amount or remedy arising out of an issue in controversy, including a Claim or asserted default.
Effective Date	The date the Contract becomes effective and enforceable. As set forth in the Contract Document, FORM OF CONTRACT.
Element	A discrete part or portion of the Work to be performed or Furnished by the Contractor, identified in the Contract or by Metro as a separate element, unit or item (or similar description) thereof.
Emergency	Any sudden generally unforeseen occurrence (such as a Force Majeure event or man-made disaster) that has the potential to: adversely affect the safety of life, the Work, or adjacent property; interrupt contracts essential to the provision of daily transit service; or cause catastrophic failure of revenue-producing equipment or facilities.
Environmental Impairment Losses	Any and all loss, liability, expense or damage (including, without limitation, all attorneys’ fees and costs and all other professional or contractors’ fees and costs), incurred by Metro under an Environmental Law as a result of the activities conducted by the Contractor under the Contract.
Environmental Laws	All Laws applicable to Metro or to the Work, now or hereafter in effect relating to (1) The environment; (2) To emissions, discharges, releases or threatened releases of Hazardous Substances into the environment, including into the air, surface water or ground water or onto land; (3) The manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances; or (4) The protection of public health, public welfare or the natural environment (including protection of non-human forms of life, land, surface water, groundwater and air) including without limitation: (a) the Laws listed in the definition of Hazardous Substances (which are hereby incorporated into this definition); (b) the following laws – the National Environmental Policy Act, 42 U.S.C. §4321 et. Seq.;

the California Environmental Quality Act., Cal. Pub. Res. Code §21000 et. seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et. seq.; the California Occupational Safety and Health Act of 1973, Cal Lab. Code §6300 et. seq.; Cal. Gov. Code §11017; the Endangered Species Act, 16 U.S.C. §1531 et. seq.; the Migratory Bird Treaty Act, 16 U.S.C. §703 et. seq.; Cal. Fish and Game Code §1600 et. seq.; and (c) all federal, state and local regulations, guidelines and interpretations arising out of the above referenced Laws, including, without limitation, applicable regulations in the Code of Federal Regulations and the California Code of Regulations and Executive Order 11378.

Equipment	Any and all machinery, vehicles, systems, assemblies, sub-assemblies, products, material fittings, devices, appliances, fixtures, apparatus, supplies and parts used by the Contractor or provided by the Contractor to Metro pursuant to this Contract. Does not include Construction Equipment as defined herein.
Final Acceptance	Acceptance by Metro of all Work under the Contract by the issuance of a Certificate of Final Acceptance certifying that the Work has been fully completed in accordance with the Contract.
Force Majeure	<p>Any of the following events (provided such events are beyond the control of the Contractor and are not due to an act or omission of the Contractor), which materially and adversely affect the Contractor's obligations hereunder and which event (or the effects of which event) could not have been avoided by due diligence and use of reasonable efforts by the Contractor:</p> <ul style="list-style-type: none"> <li>(a) Any earthquake exceeding 3.5 on the Richter scale epicentered within 25 miles of the specific location of damage on the Worksite, any earthquake exceeding 5.0 on the Richter scale epicentered within 50 miles from the specific location of damage on the Worksite, and any earthquake exceeding 6.5 on the Richter scale epicentered within 75 miles from the specific location of damage on the Worksite, based on the final determination regarding the location and magnitude of the earthquake published by the National Earthquake Information Center in Golden, Colorado;</li> <li>(b) Any epidemic, quarantine restrictions, blockade, rebellion, war, riot, civil disorder, act of a public enemy, or act of sabotage, or any malicious or other acts intended to cause loss or damage;</li> <li>(c) The discovery at, near or on the Worksite of any archaeological, paleontological or cultural resources or Hazardous Substances; provided that</li> </ul>

the existence of such resources or substances were not disclosed in the Contract Documents, were not otherwise known to the Contractor prior to the bid opening date and would not have become known to the Contractor by undertaking reasonable investigation prior to the bid opening date, and excluding any risks of Delays arising from such discovery allocated to the Contractor under this Contract;

- (d) The discovery at, near or on the Worksite of any species listed as threatened or endangered under any Federal or California endangered species act, except to the extent that the environmental documents related to the Project provide for mitigation measures to be undertaken with respect thereto regardless of whether the species is listed as threatened or endangered as of the bid opening date, and also subject to any risk allocation provisions which may be contained in this Contract;
- (e) The suspension, termination, interruption, denial or failure to obtain, non-renewal or amendment by a Government Entity, of any permit or approval required to be obtained and maintained in force by Metro;
- (f) Any change in a Law or change in the judicial or administrative interpretation of, or adoption of any new Law which is materially inconsistent with Laws in effect on the bid opening date (subject to the exclusions set forth below);
- (g) Any lawsuit seeking to restrain, enjoin, challenge or delay the Work or the granting or renewal of any Governmental Approval of the Work, except to the extent that the risk of such lawsuit has been assumed by the Contractor in this Contract;
- (h) Any physical destruction or damage caused by fire, lighting, explosion, drought, rain, flood, hurricane, storm or action of the elements or other acts of God;
- (i) Strike, labor dispute, freight embargos, work slowdown, work stoppage, secondary boycott, walk-out or other similar occurrence; or
- (j) Except as otherwise provided in the Contract, any other event not in the reasonable control of the Contractor.

#### Goods

Equipment, material and other products incorporated into or required to perform the Work, or otherwise furnished by the Contractor in accordance with the Contract. Except for Goods specifically identified to be furnished by Metro, Goods shall be furnished by the Contractor.

Governmental Approval	Approval, authorization, certification, consent, exemption, filing, lease, license, permit, registration or ruling, issued or required by any Government Entity having subject matter jurisdiction by Law or consent of Metro, in order to perform the Work.
Government Entity	Any federal, state, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity other than Metro.
Hazardous Substances	<p>(a) Any substance, product, waste or other material of any nature whatsoever which is or becomes defined, listed, regulated, or addressed in or pursuant to any of the following Laws (which shall include any regulations either in the Code of Federal Regulations or the California Code of Regulations or other regulations implemented under the authority of such Laws):</p> <ul style="list-style-type: none"> <li>• The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et. seq. ("CERCLA");</li> <li>• The Hazardous Materials Transportation Act, 49 U.S.C. §1801, et. seq.;</li> <li>• The Resource Conservation and Recovery Act, 42 U.S.C. §6901 et. seq. ("RCRA");</li> <li>• The Toxic Substances Control Act, 15 U.S.C. §2601 et. seq.;</li> <li>• The Clean Water Act, 33 U.S.C. §1251 et. seq.;</li> <li>• The Clean Air Act, 42 U.S.C. §7401 et. seq.;</li> <li>• The California Hazardous Waste Control Act, Health and Safety Code §25100 et. seq.;</li> <li>• The California Underground Storage of Hazardous Substances Act, Health and Safety Code §25280, et. seq.;</li> <li>• The California Hazardous Substance Account Act, Health and Safety Code §25300 et. seq.; (with particular reference to the definition contained in Health and Safety Code §25316);</li> <li>• The California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code §25249.5 et. seq.;</li> <li>• The California Hazardous Waste Management Act, Health and Safety Code §25170.1 et. seq.;</li> <li>• The California Health and Safety Code §25501 et. seq. (Hazardous Materials Response Plans and Inventory);</li> </ul>

- 1The California Hazardous Substances Information and Training Act, Labor Code §6360 et. seq.;
- The California Porter-Cologne Water Quality Control Act, Water Code §13000 et. seq.; or
- Any other federal, state or local Law, regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect;

(b) Substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above Laws or under any statutory or common law theory based on negligence, trespass, intentional tort nuisance or strict liability or under any reported decisions of a state or federal court;

(c) Notwithstanding Health and Safety Code §25317, petroleum, petroleum by-products, waste oil, crude oil and natural gas; and

(d) Other substances, product, waste or material defined, or to be treated or handled, as a Hazardous Substance pursuant to provisions of the Contract.

#### Law

Any federal, state or local statute, law, regulation, ordinance, rule, standard, judgment, order, executive order, decree, directive, guideline, policy requirement, other government restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any court or Government Entity, which is applicable to the Contract or the or the Work, as amended whether now or hereafter in effect. A law when cited herein shall be as amended unless provided to the contrary.

#### Limits of Worksite

Boundary within which the onsite elements of the Work will be performed, except utility and drainage Work in local streets and on private property.

#### Materially Differ

When the circumstances differ from that which a knowledgeable Contractor, in the subject field, would reasonably expect to find when relying upon information provided and/or specified, subject to the Contractor's responsibility to inquire as to any known or perceived discrepancies within the plans, specifications, and/or Contract Documents.

#### Milestone

An established point, event or occurrence in the process of the Work that is included in or that is

	associated with the Schedule as defined in the Contract.
Modification	Any addition, deletion, adjustment or change to the Contract, including any addition, deletion, adjustment or change arising out of the unilateral exercise of any right under the Contract. A Modification may be unilateral or bilateral and includes Amendments, Change Orders, adjustments in quantities, extensions of time, administrative changes and adjustments, and all other actions and events that result in the modification, correction or adjustment of the Contract Price or Time, any Contract term or process, or any other obligation of either party.
Metro or MTA	The Los Angeles County Metropolitan Transportation Authority (Metro), its predecessors, successors, or any successor in interest, or its Contracting Officer or other Authorized Representative.
Metro Operations	Metro's operation and maintenance of existing Metro facilities and equipment, or the Department within Metro that operates and maintains existing Metro facilities and equipment, as the context requires.
Notice of Completion	A document recorded with the Los Angeles County Recorder by Metro signifying final completion of all Work.
Notice of Termination	Written notice from Metro to the Contractor and its Surety terminating the Contract, or an Element or a portion thereof, as provided in this Contract.
Notice to Proceed (NTP)	Written authorization from Metro to the Contractor specifying the date on which Work under the Contract is to be initiated and providing other information as set forth in this Contract.
Parties	Metro, the Contractor and any other person(s), or business entities or Government Entities that are parties to the Contract.
Period of Performance	The total time period as set forth in the Schedule allowed for Contractor to complete all or any defined Element of the Work under the Contract. May be all or a defined portion of the Contract Time which shall be established in the Notice to Proceed or elsewhere in the Contract.
Product Data	Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate Goods, Equipment or systems for an Element or portion of the Work.
Punch List	The list of Work which remains to be completed after achievement of Substantial Completion and shall be

	limited to minor incidental items of Work necessary to correct imperfections which have no adverse effect on the safety, usability or operability of the Work or completed Element of the Work.
Reference Documents	Documents, other than the Contract Documents that are identified as such in the Contract. Reference Documents are not a part of the Contract and are to be used for reference only.
Reference Standards	Authoritative principles, rules, and models used to determine or establish the acceptability of the Work or Elements thereof, Goods, work procedures, or workmanship. These standards are in other documents and are incorporated into the Contract only by reference.
Request for Change (RFC)	A written document submitted by the Contractor to Metro detailing any proposed change to the Contract.
Request for Information (RFI)	A written request to Metro from the Contractor requesting clarification of or information on a portion of the Work or the Contract.
Request for Substitution	A written request by Contractor to use Components, Equipment, material or service(s) in lieu of that specified in the Contract, including without limitation the Specifications.
Required Subcontract Provisions	Subcontract provisions that must Flow down to all Subcontracts as required in the Article entitled SUBCONTRACTORS AND SUPPLIERS.
Resident Engineer	Metro's Authorized Representative charged to the extent delegated by the Contracting Officer with managing, administering, organizing, coordinating and inspecting the Work in order to achieve completion of the Contract in conformance with the Contract Documents.
Schedule	A time phased, resource loaded, project execution plan that identifies all activities necessary to complete the Work in a logical time phased manner in a Critical Path Schedule format. The Schedule shall include the Critical Path Schedule, the Impacted Schedule, the As Built Schedule, and all updates thereof. The Schedule shall provide the start and completion date of each activity and its Milestones, and shall include the Milestones for the Period of Performance of any defined Elements of the Work and for the entire Contract Time, including any activities that may follow the defined Period of Performance. The Schedule shall include all mandatory Milestones for the completion of all Work.



Schedule of Values	The breakdown of the Contract Price into units relating to specific components of the Work, including but not limited to the Schedule of Quantities and Prices.
Scheduled Completion Date	The date all Work is to be completed, and the date that Contract Time ends.
Shop Drawings	Original drawings, plans, diagrams, schedules and other data pursuant to the Work specifically prepared and submitted to Metro by the Contractor or any of its Subcontractors or Suppliers of any tier, and which show in detail: <ol style="list-style-type: none"> <li>1. The proposed fabrication and assembly of a specific portion of the Work; and</li> <li>2. The installation (form, fit and attachment details) of a specific portion of the Work.</li> </ol> Shop Drawings shall include Product Data, literature, and performance and test data as appropriate.
Special Provisions	Contract Document containing requirements of the Contract that modify or supplement these General Conditions.
Specialty Item	A designated item of Work or Goods that requires highly specialized knowledge, craftsmanship, or Construction Equipment not ordinarily available in contracting organizations qualified to bid on the Contract.
Specifications	Individually each, and collectively all, of the specifications in this Contract, including without limitation all things described, stated or referenced in the Contract Documents entitled Specifications, Technical Specifications, Statement of Work, Scope of Work, Contract Drawings, and all other descriptions of the Work contained in any other Contract Document, or document incorporated by reference in any of the above described documents.
Standard Drawings	Drawings included as part of or referenced in the Contract, that have been developed to attain uniformity in Goods, geometries, arrangements, details, and procedures and, in some instances, to express prior acceptance thereof by affected Government Entities, utilities, railroads, pipeline companies or other affected entities.
Standard Work Day	Eight (8) working hours, allowing a maximum of one non-working hour for lunch and breaks unless otherwise agreed to by the Contractor and Metro.
Standard Work Week	Five (5) Standard Work Days (Monday through Friday).
State	State of California.
Subcontract	Any contract, including contracts of any tier, to furnish

	Work, Goods or Equipment between the Contractor and/or any Subcontractor or Supplier.
Subcontractor	Any individual, firm, partnership, corporation, joint venture, or combination thereof, other than employees of the Contractor that enters into a legal agreement with the Contractor or any Subcontractor to furnish Work, Construction Equipment or Goods. Unless otherwise specified, Subcontractor includes a Subcontractor of any tier.
Substantial Completion	Work or Element thereof sufficiently complete, in accordance with the Contract, to be used by Metro for the purpose for which it was intended.
Supplier	Any individual, firm, partnership, corporation, joint venture, or combination thereof, other than employees of the Contractor or Subcontractor that enters into a contract with the Contractor or any Subcontractor to furnish Goods.
Temporary Construction Easement	Real property not belonging to Metro or Contractor on which Work can take place during the construction period, subject to any limitations described in the Contract.
Third Party	A Government Entity, utility company, railroad or other entity that contracts with Metro by means of a Cooperative Agreement, Utility Services Agreement or other similar agreement regarding the construction, reconstruction, rearrangement and/or improvement of facilities owned or controlled by the Third Party, to facilitate the Work of the Contractor.
Transit System	The entire bus and fixed-guideway rail transportation system, including Right-of-Way, pavement, tracks, structures, revenue producing equipment, appurtenances, and all other related property of Metro.
Unit	A single item or group of items constituting a single unit which is identified as a Unit or Unit Priced item in the SCHEDULE OF QUANTITIES AND PRICES.
Unit Price	The price of a single Unit.
Warranty	A representation, promise or affirmation given by the Contractor to Metro regarding the nature, description, usefulness, suitability, lifecycle, condition, construction, materials, workmanship or any other aspect of the Work, or any portion thereof, whether contained in any provision in the Contract entitled warranty, in the Specifications, the Statement of Work, or in any other provision of the Contract, including documents incorporated by reference or provided by any Subcontractor, Supplier, manufacturer or any other entity.

Work	When capitalized, signifies the facility or project described in the Statement of Work and the sum total of productive and operative efforts used to generate the results specified, indicated or implied in the Contract to complete the fully functional facility or project, including all related activities to Furnish the Goods and Equipment to complete the fully functional facility or project, including all required documentation and Schedules, in accordance with the Contract. The term may also refer to Work in progress.
Worksite	Area within which the onsite portions of the Work will be performed. This area is enclosed by the Limits of the Worksite and immediately surrounding streets and easements (see Contract Drawings). It also includes offsite areas used in connection with the performance of the Work.
Working Drawings	Original drawings prepared by the Contractor and/or its Subcontractors or Suppliers, of any tier, illustrating Work required for construction that will not become an integral part of the completed Work. This includes, but is not limited to, drawings for temporary structures such as decking, bulkheads, excavation supports, utility support, groundwater control, forming, and false work.

Additional definitions may be found in the Specifications and Special Provisions.

## **GC-02      INTERPRETATION \***

### **A. Contract Documents**

The individual documents comprising the Contract Documents are complementary, indicating all aspects of the Work. Anything mentioned in any Contract Document, including the Specifications and not shown on the Contract Drawings or any other Contract Document, or shown on a Contract Document or the Contract Drawings and not mentioned in the Specifications or another Contract Document, shall be of like effect as if shown or mentioned in all Contract Documents. The intent of the Contract Documents is to include all items necessary for the proper initiation, execution and completion of the Work, and they shall be so interpreted.

### **B. References within the Contract**

References to Articles (e.g. GC-2), Sections (e.g. GC-2-C), and Paragraphs (e.g. GC-2-C-1) are made by citing the title of the provision only, e.g., a reference to this particular Article would be phrased "in the Article entitled INTERPRETATION", which would necessarily include all Sections and Paragraphs in this Article. References to Sections and Paragraphs include Paragraphs and sub-Paragraphs within the same Section or Paragraph. References to other Contract Documents are made by citing the title of the Contract Document, e.g., "the Special Provisions".

### **C. Standard Specifications**

Where Standard Specifications (e.g., CALTRANS, SSPWC "Greenbook") are a part of the Contract Documents, the following definitions shall apply:

1. All references therein to the "City", "County", "State", "Agency", or "Department", when referring to the public entity party to the contract shall mean Metro.
2. All references to the "Engineer" or similar term when referring to the provider of compliance judgment shall mean Metro or it's Authorized Representative.
3. All references to the "plan(s)" or other similar term shall mean the Contract Drawing(s) or Specifications.
4. All other references, including without limitation, to measurement and payment in the Standard Specifications shall not apply. Measurement and payment shall be made as specified in the Contract Documents other than the Standard Specifications.

### **D. Reference Standards**

Goods and workmanship specified by the number, symbol, or title of a Reference Standard shall comply with the latest edition or revision and amendments and supplements in effect on the date of the Invitation for Bids except where a different edition is specified. All governmental, utility, and railroad standards referenced in the Contract are incorporated herein as an integral part of the Contract unless specifically marked otherwise (e.g. see Section in this Article entitled Reference Specifications and Drawings). In case of a conflict between the various standards referenced herein, the more stringent shall govern unless otherwise indicated.

### **E. Reference Specifications and Drawings**

Specifications and drawings indicated as reference specifications or drawings, or "For Information Only, Not For Construction" are not a part of the Contract and are provided to the Contractor for the purposes of information and coordination only and shall not be interpreted otherwise. These reference specifications and drawings are subject to revision and the information contained therein shall not be used directly or indirectly as the basis for any Claim.

### **F. Differences Between Contract Drawings**

In case of differences between small and large-scale Contract Drawings, the large scale Contract Drawings shall govern. In the event of a discrepancy between a figure written on a Contract Drawing and the scaled dimensions, the written figure shall govern.

### **G. References to the Los Angeles County Transportation Commission or Southern California Rapid District**

If the term Los Angeles County Transportation Commission, or LACTC, or COMMISSION, or Southern California Rapid Transit District, or SCRTD, or DISTRICT appears on any document, whether a Contract Document or reference document, it shall mean Metro.

#### **H. Omissions, Misdemeanors and Interpretations**

1. The Contractor shall:
  - a. Carefully and continuously study and compare all Contract Documents;
  - b. Verify all figures in the Contract Documents before laying out the Work; and
  - c. In instances where errors, inconsistencies, omissions and/or misdescriptions are discovered, submit a Request For Information (RFI) to obtain specific instructions in writing from Metro before proceeding with the Work.
2. If Contractor performs any Work that is the subject of an RFI prior to Metro's response, it shall be at the Contractor's risk.
3. The Contractor shall interpret the Contract as a whole and read all its parts together. The Contractor shall not take advantage of any apparent non-conformity that may be found in the Contract Documents.
4. Metro may make such additions to, or corrections and/or interpretations of any Contract Documents as are necessary to ensure that everything necessary to complete the Work in accordance with the intent of the Contract or that is customarily performed to complete the Work is performed by the Contractor in accordance with the intent of the Contract.
5. If the Contractor fails to advise Metro of errors, inconsistencies, omissions and/or misdescriptions the Contractor shall not be relieved from performing such Work at no additional expense and/or Delay, and such Work shall be performed as if fully and correctly set forth in the Contract.

#### **I. Information Supplied To The Contractor:**

1. Furnished by Metro:

Metro made available to bidders (including the Contractor) during the solicitation of this Contract information described in the Bid Documents as "Information Available to Bidders". The Information Available to Bidders is not a part of this Contract but was made available to share then existing information, without warranty, with bidders (including the Contractor). Metro made reasonable efforts to ensure that all Information Available to Bidders was reliable, accurate and complete. However, because the information is not a part of the Contract and does not meet Contract Specification standards, Metro makes no representations with respect to its reliability, accuracy, or completeness and shall not be

responsible or liable to Contractor for any loss, damage, injury, liability, cost, expense or cause of action whatsoever suffered by Contractor, except as provided in the following sub-Paragraph. If the Contractor intends to use such information, it shall use the information at its own risk and shall apply its professional judgment as to its reliability, accuracy and completeness for the purposes for which the Contractor intends to use it. Contractor may seek clarification or interpretation from Metro as necessary, and, provided that the request is for clarification or interpretation of information that Metro can determine is otherwise reliable, accurate or complete, Metro shall assume the same responsibility as with a response to an RFI. In the absence of a request for clarification or interpretation, Metro will rely on the Contractor to determine which information is sufficiently reliable, accurate and complete for Contractor to use for Contractor's intended purpose.

2. **Furnished by Others:**

Metro shall not be responsible or liable in any respect for any loss, damage, injury, liability, cost, expense or cause of action whatsoever suffered by the Contractor by reason of its use of any information furnished by others, or for any actions of forbearance in reliance thereon. The Contractor further acknowledges and agrees that:

- a. If and to the extent the Contractor or anyone on the Contractor's behalf uses any of said information in any way, the Contractor, not Metro, shall be fully responsible for the use of said information; and
- b. Any use of said information is entirely at the Contractor's own risk and at its own discretion.

3. **Contractor Representation:**

The Contractor represents that it is capable of conducting and is obligated hereunder to conduct any and all studies, analyses and investigations as it deems advisable to verify or supplement any information furnished by Metro and others as provided in this Section.

**J. Headings**

The various topical headings contained in the Contract are intended for convenience only and shall not affect the meaning or interpretation of the Contract or any of its provisions.

**K. Word Construction**

Where appropriate:

1. The singular includes the plural and vice versa;
2. References to any Law includes all statutory or regulatory provisions consolidating, amending or replacing the Law referred to;

3. The word “including”, “includes” and “include” shall be deemed to be followed by the words “without limitation”;
4. Unless otherwise indicated references to Articles, Sections, Paragraphs, Exhibits, Attachments, Appendices or Schedules are to this Contract;
5. Words such as “herein”, “hereof” and hereunder” shall refer to the entire document in which they are contained and not to any particular provision unless the reference is to the specific provision;
6. Words not otherwise defined which have well-known technical or construction industry meanings, are used in accordance with such recognized meanings;
7. References to persons or entities include their respective permitted successors and assigns and, in the case of Government Entities, entities succeeding to their respective functions and capacities;
8. Words of any gender shall include each other gender where appropriate;
9. Unless otherwise specified, the Contract shall be read as a whole, and lists contained in the Contract Documents defining the Work shall not be deemed all-inclusive: And
10. All “notices”, “requests”, “directives” and other communications are required to be in writing, and all references to “notices”, “requests”, “directives” and other communications, by whatever term used, shall be deemed to be followed by the words “in writing” or preceded by the word “written”.

### **GC-03**

### **AUTHORITY OF THE CONTRACTING OFFICER AND AUTHORIZED REPRESENTATIVES**

1. Metro’s Contracting Officer has the authority and responsibility to exercise all powers, rights, and/or privileges that have been lawfully delegated to the Contracting Officer by Metro in all matters relating to or affecting the Work and this Contract. Except as expressly specified in this Contract, the Contracting Officer may delegate, in writing, specifically described authority and responsibility within the scope of its authority and responsibility to Authorized Representatives. The form of written delegation shall be specifically described in the SPECIAL PROVISIONS of this Contract.
2. The authority and responsibility of each Authorized Representative shall be as set forth herein or in the written delegation. The Authorized Representatives, and the authority and responsibilities of the Authorized Representatives may from time to time be changed by notice to the Contractor. Nothing in this Contract shall be construed to bind Metro for acts of any Metro employee or any other person, or for the acts of the Contracting Officer or any other Authorized Representative, including its Construction Manager, that exceed the authority delegated to them herein or in any other written delegation.

3. All Notices to Metro under this Contract shall be to Metro's Authorized Representative for the subject matter of the Notice, with a copy to the Contracting Officer. No Notice shall be effective unless it was delivered to the designated Authorized Representative and to the Contracting Officer as provided in this Contract.

## **GC-04**

### **INDEPENDENT CONTRACTOR**

#### **A. General**

Contractor shall timely perform the Work required under this Contract. Contractor shall be responsible for all acts, materials and Equipment required to complete the Work in accordance with this Contract. Contractor shall be solely responsible for the performance of the Work in accordance with its own means, methods, sequences, and procedures, and for coordination of all portions of the Work in compliance with the Contract. The Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Work, it being understood that Metro will be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the Work.

#### **B. Contractor's Representations, Warranties and Covenants**

The Contractor represents, warrants and covenants for the benefit of Metro that:

1. If it is a corporation, it is duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation and has full power and authority to own and operate its business and properties and perform the Work within the State of California.
2. It and all of its Subcontractors are, and will be and will remain, fully experienced and properly qualified to perform the Work, and are, and throughout the term of this Contract shall remain, properly licensed, equipped, organized and financed to perform the Work hereunder and shall perform it in accordance with the Contract and in accordance with professional standards of skill, care, and diligence adhered to by firms recognized for their expertise, experience and knowledge in performing Work of a similar nature.
3. It and all of its Subcontractors and Suppliers are independent contractors and nothing in this Contract shall be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Contractor and Metro. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
4. It shall maintain complete control of its employees and its Subcontractors and Suppliers of all tiers, and shall not assign or transfer Work from itself or any listed Subcontractor or Supplier to itself or any other Subcontractor or Supplier without the written consent of Metro.
5. It has evaluated the feasibility of performing the Contract within the Contract Time and for the Contract Price, and has reasonable grounds for believing



and does believe that such performance, including achievement of Substantial Completion of the Work within the Contract Time, for the Contract Price is feasible and practicable.

6. It has in accordance with prudent and generally accepted engineering practices, reviewed the information and documents, including reports provided by Metro and has inspected, and evaluated the Worksite and surrounding locations to the extent the Contractor deems necessary or advisable for performing the Work under the Contract. These inspections and evaluations include but are not limited to:
  - a. Conditions bearing upon transportation, disposal, handling, and storage of materials;
  - b. The availability of labor, water, electric power, and roads;
  - c. Uncertainties of weather, or physical conditions at the site;
  - d. The conformation and conditions of the ground;
  - e. The character of Equipment and facilities needed preliminary to and during Work performance; and
  - f. Conditions bearing upon security and protection of material, Goods, Equipment and Work in progress.
7. There are no existing or threatened legal proceedings against Contractor that would have an adverse affect on its ability to perform its obligations under the Contract or its financial condition or operations.
8. Based upon its review of the Contract Documents, the Contractor will be able to obtain and keep in effect throughout the Contract Time all Governmental Approvals the Contractor is obligated to obtain in accordance with the Contract.
9. Contractor has estimated the difficulty and cost of successfully performing the Work and based upon that estimate has concluded that it can successfully perform the Work without additional expense to Metro

### **C. Inspections**

1. The Contractor acknowledges and agrees that it has been afforded the opportunity to review information and documents and to conduct inspections and tests of the Worksite and surrounding locations.
2. The Contractor acknowledges that it has satisfied itself as to the character quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Worksite, including review of Contract Documents

3. As a result of such review, inspection, examination and other activities the Contractor is familiar with and accepts the physical requirements of the Work.
4. The Contractor further acknowledges and agrees that changes in conditions at the Worksite may occur after the Bid Date, and that the Contractor shall be entitled to Change Orders in connection therewith only as specifically permitted under the Article entitled CHANGES.
5. Before commencing any Work on a particular aspect of the Work, the Contractor shall verify all governing dimensions at the Worksite, and shall examine all adjoining work and activities which may have an impact on such Work. The Contractor shall be responsible for ensuring that the Specifications and Contract Drawings accurately depict all governing and adjoining dimensions.

#### **D. Compensation and Benefits**

Contractor shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing Work pursuant to this Contract. Metro shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor. Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of Metro. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Contract.

#### **E. Quality Assurance and Quality Control Plans**

The Contractor shall comply with all requirements of its accepted Quality Assurance and Quality Control Plans.

#### **F. Contractor's Design and Engineering**

All Contractor's design and engineering Work shall be performed by or under the supervision of persons licensed to practice architecture, engineering, surveying or other profession (as applicable) in the State of California, by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the Work in accordance with the Contract and who shall assume professional responsibility for the accuracy and completeness of the Work prepared or checked by them.

#### **G. Scheduling of Work**

The Contractor shall at all times schedule and direct its Work to provide an orderly progression of the Work to achieve completion within the Contract

Time and in accordance with the accepted Contract Critical Path Schedule and Contract Schedule of Values, including furnishing such employees, materials, facilities and equipment and working such hours, including extra shifts, overtime operations, Sundays and holidays as may be necessary.

#### **H. Performance During Dispute**

At all times during the term hereof, including during any Dispute, the Contractor shall perform as directed by Metro, and shall comply with all provisions of the Contract.

#### **I. Contractor's Responsibility**

Contractor shall be solely responsible for its failure to ascertain the facts and take the actions described, represented, warranted and acknowledged in this Article, and no provision of this Contract shall be construed to relieve Contractor from responsibility for such failure.

### **GC-05**

## **CONTRACTOR'S REPRESENTATIVE, ORGANIZATION AND PERSONNEL**

#### **A. Organization**

Before starting any Work, the Contractor shall submit for Metro review and acceptance, an organization chart showing the proposed organization established by the Contractor for the performance of the Work, including:

1. Lines of authority, responsibility, and communication;
2. Office organizations, if any; and
3. Names, titles, and functions of all Contractor's Representatives and other key personnel.

#### **B. Contractor's Representative**

Contractor shall have a Contractor's Representative with full authority to represent and act for the Contractor. Prior to Metro's issuance of a Notice to Proceed the Contractor shall submit for Metro's review and acceptance the name, qualifications and experience of its proposed Contractor's Representative. The Contractor's Representative shall act for the Contractor in all matters concerning the Work, and, subject to all requirements of this Contract, shall have the ability to so organize the Work and the Work of the Subcontractors to complete the Work in accordance with the Contract and the Critical Path Schedule. When directed by Metro, the Contractor's Representative shall be available at the Worksite at all times during performance of the Work, at no increase in Contract Price.

#### **C. Change in Contractor's Representative and Key Personnel**

The Contractor shall secure the prior written approval of the Contracting Officer for any change or reassignment of a Contractor's Representative or other key personnel, submitting written documentation of the new individuals'

qualifications. The Contractor shall not reassign key personnel to other projects until a satisfactory replacement has been approved by Metro.

#### **D. Removal of Contractor Personnel**

The Contracting Officer may require the Contractor to remove any person assigned by the Contractor, or any Subcontractor or Supplier, to perform Work or furnish Goods under the Contract, if the Contracting Officer considers such removal in its best interest and in the interest of completion of the Work. The Contracting Officer's decision to require Contractor to remove any person shall be final and binding on the Contractor. Upon such direction Contractor shall remove the person and resolve all employment or contractual issues at no cost or expense to, and shall fully indemnify Metro. Any person removed for any reason shall not be re-employed on any other Metro project.

### **GC-06 SUBCONTRACTORS AND SUPPLIERS**

#### **A. Contractor Participation**

The Contractor shall perform at least the minimum percentage of Work specified in the Special Provisions with its own organization. Where a percentage of the Work is to be subcontracted, the dollar value shall be based on the estimated cost of such Work, determined from information submitted by the Contractor and subject to written acceptance by the Contracting Officer. With the exception of Work performed under a Construction Equipment rental agreement and Goods purchased directly through Suppliers, Work, Goods, and Equipment furnished by other than the Contractor' shall be deemed subcontracted.

Upon Metro's request, the Contractor shall submit a copy of each executed Subcontract for any Subcontractor or Supplier of any tier, regardless of value of Work to Metro.

#### **B. Performance of Work**

All subcontracting by the Contractor shall be in strict accordance with this Contract. The Contractor shall be fully responsible to Metro for all acts and omissions of Subcontractors, Suppliers and their employees. Any provision of the Contract referring to the acts or omissions of the Contractor shall also refer to and include the acts and omissions of all Subcontractors and Suppliers. The Contractor shall coordinate the Work performed by Subcontractors and Suppliers. If any portion of the subcontracted Work is not performed in accordance with the Contract, or if a Subcontractor or Supplier commits or omits any act that would constitute a breach of the Contract, the Contractor shall cure the breach, and at the direction of the Contracting Officer, shall replace the Subcontractor or Supplier and not again employ the Subcontractor or Supplier on the Work.

The organization of the Contract into Contract Documents, Articles, Sections and Paragraphs, as well as the arrangement and titles of the Specifications and Contract Drawings, shall not control the Contractor in dividing the Work

among Subcontractors nor in establishing the extent of Work to be performed by any trade.

**C. Acceptance of Substitution of Subcontractor \***

In compliance with §4100 et. seq. of the California Public Contract Code, the Contractor shall notify the Contracting Officer in writing of any proposal to substitute a Subcontractor in place of a Subcontractor listed in the Contractor's bid. If compensation for the Subcontractor's Work is greater than or equal to one-half of one percent (0.5%) of the Contract Price, or if the Subcontractor is a DBE or SBE, the Contractor shall secure the consent of the Contracting Officer prior to such substitution. The Contractor shall submit information in the same form and content as the in bid form entitled LIST OF PROPOSED SUBCONTRACTORS contained in the Contractor's original bid. Contractor shall also comply with all applicable requirements of the Contract Document entitled Contract Compliance Manual.

**D. Debarred Subcontractor \***

In accordance with Public Contracts Code §6109(a), Contractor shall not perform Work with any Subcontractor who is ineligible to perform work on a public works project pursuant to Labor Code §1777.1 or 1777.7.

In accordance with Public Contracts Code §6109(b) any contract on a public works project entered into between the Contractor and a debarred Subcontractor is void as a matter of law. A debarred Subcontractor may not receive any public money for performing work as a Subcontractor on a public works contract, and any public money that may have been paid to a debarred Subcontractor by the Contractor on the project shall be returned to the awarding body. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

Metro will strictly comply with the above Laws and will act on information related to any debarred Subcontractor in accordance therewith.

**E. Pre-Qualification \***

Prior to performing Work of \$100,000 or more under this Contract, Subcontractors shall pre-qualify under Metro's Pre-Qualification process.

**F. Flow-down Requirements \***

The Contractor shall incorporate into each Subcontract and require insertion into all lower tier Subcontracts all Required Subcontract Provisions as follows:

1. All Articles, Sections and Paragraphs of the Contract noted by an asterisk ("\*").
2. All provisions required by Law or otherwise required in this Contract.

3. The following provisions:

Contractor and Subcontractor acknowledge and agree:

- a. All Work being performed and Goods being Furnished by the Subcontractor under this Subcontract shall comply with the Contractor's Contract with Metro.
- b. The Subcontractor shall have the same duties and obligations to the Contractor with respect to its performance of its own Work as the Contractor has to Metro under its Contract. Metro is the third-party beneficiary of the Subcontract and shall have the right to enforce all of the terms of the Subcontract for its own benefit.
- c. The Subcontractor shall make such Schedule commitments and submit such Schedules and scheduling information to Contractor as is necessary for Contractor to comply with its Schedule commitments to Metro under the Contract.
- d. All guarantees and warranties, express or implied, shall inure to the benefit of both Metro and the Contractor during the performance of the Work; upon final completion of the Work, such guarantees and warranties shall inure to the benefit of Metro.
- e. Nothing contained in the Subcontract shall be deemed to create any privity of Contract between Metro and the Subcontractor, nor shall it create any duties, obligations, or liabilities on the part of Metro to the Subcontractor except those required by Law. In the event of any claim or dispute arising under the Subcontract or the Contract with Metro, the Subcontractor shall look only to the Contractor for any payment, redress, relief, or other satisfaction.
- f. This Article does not and shall not operate to relieve the Contractor of any duty or liability under the Contract, nor does it create any duty or liability on the part of Metro. The Contractor shall have sole responsibility for promptly settling any disputes between its Subcontractors and between the Subcontractors and any of their Subcontractors.

**G. Insurance**

No Subcontractor shall be permitted to perform Work at the Worksite until the Contractor, has supplied satisfactory evidence of required insurance to Metro, in compliance with the Contract.

**GC-07**

**PERFORMANCE AND PAYMENT BONDS**

**A. General**

The Performance and Payment Bonds required concurrently with the execution of this Contract shall remain in effect for the entire Contract Time at 100% of the Contract Price. The Payment Bond shall meet all of the requirements of Civil Code Section 3247 et seq.

## **B. Replacement of Surety**

If Metro finds any Surety at any time is unsatisfactory it will provide written notice to the Contractor to replace the Surety. No further payments shall be due or nor will Metro make any payments under the Contract until a new Surety shall qualify and be accepted by Metro. The Contractor shall pay all costs of compliance with this Article.

## **C. Changes in Work**

Changes in the Work or Contract Time made pursuant to the Contract shall in no way relieve the Contractor or Surety from its obligations. Surety shall waive Notice of such Changes.

# **GC-08 NOTICE TO PROCEED**

Except as specifically authorized in writing by the Contracting Officer, the Contractor shall not perform work under the Contract until the Notice to Proceed (NTP). Metro will issue the NTP no later than 30 days after Metro's receipt of the Contractor's bonds and required insurance certificate(s) and Contractor's completion of all other requirements that are conditions precedent to the issuance of an NTP.

## **A. Contract Time**

The Contract Time shall commence upon NTP, and the Contractor shall commence Work and shall diligently prosecute the Work to completion within the Contract Time.

# **GC-09 PROJECT SCHEDULE AND CONSTRUCTION STAGING**

## **A. Preparation and Submittal**

The Contractor shall prepare and submit to Metro a detailed Critical Path Schedule, along with a detailed plan of the Work, for acceptance by the Contracting Officer, and shall prepare and shall submit all updates to the Critical Path Schedule and the plan to include all changes to the Schedule and the Work. The Contractor shall indicate on the Critical Path Schedule the anticipated dates for completing the various stages of construction and shall keep Metro informed of any Delays. The Schedule shall include projected delivery dates for all required Contract deliverables and dates for all required Metro inspections and approvals.

## **B. Impacted Schedule**

To the extent that there are pending Modifications which may affect the Schedule, Change Orders, known Delays or Claims of Delay for whatever cause that are not included in the current Critical Path Schedule, and whether they are Excusable, Inexcusable or Concurrent (as defined in the Article entitled EXTENSION OF TIME), Contractor shall also submit an adjusted

Critical Path Schedule, as impacted by all such pending Modifications, Change Orders, known Delays and Claims of Delays representing its best estimate of actual performance ("Impacted Schedule").

**C. Electronic Copy**

Contractor shall submit to Metro, by electronic mail, electronic write protected, copies of the Critical Path and Impacted Schedules in a standard format on software common to both Metro and Contractor.

**D. Subcontractor Schedules**

The Critical Path Schedule shall include all activities to be performed by Subcontractors. Contractor shall submit to Metro all Subcontractor schedule commitments, with a certification from the Subcontractor that it has reviewed and accepted the schedule commitment. If the Subcontractor will perform all activities at the direction of the Contractor, without a Subcontractor Schedule commitment, Contractor may request a waiver from Metro of the Subcontractor Schedule commitment. Metro's approval shall be subject to such Contractor assurances and documentation as it deems necessary to ensure timely Subcontractor performance.

**E. Use of Schedule**

The Critical Path Schedule shall be the Contractor's working Schedule and shall be used to plan, organize and execute the Work; record and report actual performance and progress; and forecast remaining Work. The Schedule shall indicate the anticipated dates for completing the various Contract Milestones and shall include completion of all Work by the Scheduled Completion Date. Upon acceptance of the Critical Path Schedule by the Contracting Officer, it shall be deemed incorporated into and shall become a material part of the Contract.

**F. Changes to Schedule**

After the Contracting Officer's approval of the baseline Critical Path Schedule, Contractor's additions, deletions and other changes to the Schedule shall be subject to the approval of the Contracting Officer. All changes to all activities on the Critical Path Schedule, including without limitation changes arising out of Delays, and all new activities, shall be included in changes to the Critical Path Schedule. If any changes are pending, they shall be included in the Impacted Schedule.

**G. Supplementary Information**

The Contractor shall provide such supplementary written information with its submittals as Metro may require to adequately evaluate the Critical Path Schedule and the plan of the Work.



## **H. Coordination With Schedule of Values**

The Contractor shall coordinate the Critical Path Schedule with the Schedule of Values required under Compensation and Payment Provision entitled PROGRESS PAYMENT AND RETENTION.

## **I. Float**

All Float in the Critical Path Schedule and the Impacted Schedule, is not for the exclusive use or benefit of either Metro or Contractor, but is an expiring resource available to both parties on a nondiscriminatory basis.

## **J. Coordination**

If applicable, the Contractor shall schedule its operations to minimize interference with other Contractors and with Metro's operations.

## **GC-10 TEMPORARY FACILITIES**

The Contractor shall provide and maintain such lights, protective devices, barricades and warning signs as are necessary for the safety of personnel and the public and as are otherwise required by Metro. The Contractor shall be responsible for the timely erection and removal of such safeguards, without specific instructions from Metro, or anyone else.

No signs, billboards or any types of advertising are permitted on, about or adjacent to the Worksite, or on any structure on the Worksite, except by written consent of Metro.

The Contractor shall determine the type of temporary office facilities required and the need for temporary utility services required and shall make all arrangements with utility companies and governmental agencies to secure such services. All costs incurred shall be at the sole expense of the Contractor. All temporary services shall be furnished, installed, connected and maintained by the Contractor in a manner, satisfactory to Metro and shall be removed by the Contractor in like manner at its expense prior to final acceptance except for such temporary facilities as may be specified to remain in place.

Contractor shall provide and maintain adequate sanitary convenience of an acceptable type for the use of persons employed on the Worksite, and properly secluded from public view. Contractor shall properly maintain these conveniences at all times and shall strictly enforce their use. Upon completion of the Work, Contractor shall remove them from the Worksite, leaving the Worksite clean and free from nuisance.

## **GC-11 GOVERNMENTAL APPROVALS**

### **A. Licenses and Permits**

1. Contractor Responsibility - Except for the permits listed in the Special Provision entitled METRO FURNISHED PERMITS, prior to beginning any related Work, the Contractor shall identify and obtain, at its own expense,

all necessary licenses, permits and other Governmental Approvals required for the timely prosecution of the Work, and shall furnish Metro's Authorized Representative with fully executed copies.

2. Contractor's Representation - The Contractor acknowledges that prior to entering into the Contract it familiarized itself with the requirements of all applicable Laws, and the requirements for applicable licenses and permits, and other Governmental Approvals.
3. Compliance With Laws - The Contractor shall comply with all changes to applicable Laws, and to the conditions of any required licenses or permits, that occur at any time prior to Final Acceptance of the Work by Metro, including changes prior to award, at its sole cost and expense, regardless of whether such compliance would require additional Work, Construction Equipment, and/or Goods not expressly described in the Contract.

#### **B. Payment**

Contractor shall obtain and pay for all permits and bonds required for all off-site work including all utility connections, traffic signal, street lighting relocation and installation and street improvement work. The Contractor shall be liable for any Delay by a Governmental Entity in the granting of such permits or bonds, except when such Delay is due solely to the fault or negligence of Metro.

#### **C. Issuance to Metro**

If any Governmental Approval required to be obtained by the Contractor must formally be issued in the name of Metro, the Contractor shall undertake all efforts to obtain such approvals subject to Metro's reasonable cooperation with the Contractor, including execution and delivery of appropriate applications and other documentation in a form approved by Metro. The Contractor shall assist Metro in obtaining the approvals and any amendments thereto, including providing information requested by Metro and participating in meetings regarding such approvals.

#### **D. Maintenance of Governmental Approvals**

Contractor shall undertake all actions necessary to maintain in full force and effect, all Governmental Approvals, including performance of all environmental mitigation measures required by the Contract and by Law, except to the extent that responsibility for performance of such measures is expressly assigned to any other Party to the Contract or any other person.

### **GC-12 EMERGENCIES \***

The Contractor shall notify Metro immediately of any Emergency. In the absence of specific instructions from Metro as to the manner of dealing with the Emergency, the Contractor shall take appropriate action at its own discretion. As Emergency Work proceeds, Metro may issue specific instructions, which the Contractor shall follow. The amount of compensation to which the Contractor is

entitled, if any, because of Emergency Work shall be determined in accordance with the Article entitled CHANGES.

## **GC-13      GOODS \***

### **A. General**

The Contractor shall furnish all Goods required to complete the Work, except those designated, if any, to be furnished by Metro. Goods incorporated into the Work shall be new, of good quality, and of the grade specified for the purpose intended and shall have the specified capacity, functionality and features. Metro may reject Goods not conforming to the requirements of the Specifications. Unless otherwise specifically stated, reference to Goods or patented processes by trade name, make, or catalog number shall be regarded only as a means of establishing a standard of quality; such references shall not be construed as limiting competition. Subject to prior written consent of the Contracting Officer, which consent shall be in the sole and absolute discretion of Metro, the Contractor may, use any Goods that are equivalent to those named.

### **B. Preservation and Inspection**

Contractor shall transport, handle, and store all Goods purchased under the Contract in a manner that facilitates inspection and ensures the preservation of their quality, appearance, and fitness for the Work, and shall be stored in a manner that facilitates inspection.

### **C. Risk of Loss**

The Contractor shall bear the full risk of loss of any and all Goods until such Goods are Accepted by Metro pursuant to the terms of this Contract.

## **GC-14      METRO FURNISHED GOODS \***

### **A. Furnished Goods**

Metro may furnish Goods to the Contractor for installation in the Work or other use in carrying out Work under the Contract. Metro furnished Goods will be available as specified in the Appendix to the Special Provisions entitled METRO FURNISHED GOODS.

### **B. Contractor Responsibilities**

Contractor shall store, protect, handle and transport Metro furnished Goods at its expense, including necessary loading and unloading. The Contractor shall pay all demurrage and storage charges incurred as a result of its failure to take delivery on the date the Goods are scheduled and available for delivery by Metro.

### **C. Contractor Liability**

The Contractor shall be liable to Metro for the cost of replacing or repairing Metro furnished Goods that are lost or damaged from any cause whatsoever after receipt by the Contractor or after the Contractor has failed to take delivery on the scheduled delivery date. Metro may deduct the costs from any monies due or to become due the Contractor.

### **D. Scheduling**

The Contractor shall include delivery of Metro furnished Goods in its Critical Path Schedule, which shall be subject to approval by Metro. The Contractor shall identify delivery dates in the Critical Path Schedule, as required in the Specifications or the Special Provisions. When appropriate, Contractor shall schedule delivery dates for the return of any Metro furnished Goods in a like manner.

## **GC-15**

### **COOPERATION, COORDINATION AND ACCESS \***

#### **A. Cooperation and Coordination with Other Contractors and/or Metro Operations**

Metro reserves the right and may undertake or award other contracts for additional Work on or near the Worksite. The Contractor warrants that it has carefully reviewed the Contract Documents and all other pertinent information made available by Metro that relate to the nature and scheduling of other contracts that may be awarded and to constraints related to Metro operations, and in submitting its bid and executing this Contract has taken into account the need to coordinate its Work with that of other contractors and/or Metro Operations. It is the express obligation and duty of the Contractor under the Contract to coordinate its Work with the work of others. The following shall apply:

1. The Contractor shall not have exclusive access to or use of Work areas or the Worksite. Metro may require that Contractor use certain facilities and areas concurrently with others.
2. Metro will endeavor to advise the Contractor of the known others, including Metro Operations.
3. Contractor shall cooperate and communicate with any other contractor performing Work that may connect, complement, and/or interfere with the Contractor's Work and resolve any disputes or coordination problems with such contractor.

#### **B. Site Access Requirements**

Site access requirements are specified in the Article in the Special Provisions entitled SITE ACCESS DATE.

### **C. Reports to Metro**

If any part of the Contractor's Work depends on the work of any other contractor or Metro for proper execution or results, prior to proceeding with its own Work, Contractor shall notify Metro of any discrepancies, or defects or failures to perform or complete said other work that would preclude or hinder the proper execution or achievement of the Contractor's Work.

### **D. Coordination Meetings**

The Contractor shall attend such meetings and conferences, including a pre-construction meeting, arranged by Metro for the purpose of coordinating the Work.

## **GC-16 PROJECT SITE MAINTENANCE \***

### **A. Cleaning**

Throughout all phases of construction, and until Final Acceptance of the Work, the Contractor shall keep the Worksite clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water.

### **B. Haul Routes**

The Contractor shall take care to prevent spillage on haul routes. Contractor shall remove any such spillage immediately and clean the area.

## **GC-17 WORKMANSHIP \***

Contractor shall perform all Work in a skillful and workmanlike manner. All workers shall have sufficient skill and experience to perform the Work assigned to them. In accordance with the Article entitled INSPECTION, Metro may reject as defective all workmanship not conforming to the requirements of applicable Law, the Specifications or any other provision of this Contract.

## **GC-18 UNAUTHORIZED WORK \***

Contractor shall not perform Work in addition to Work described in this Contract, including without limitation, the Specifications. Any additional Work must be authorized by Metro pursuant to the Article entitled CHANGES or by a Contract Amendment. Unauthorized Work will not be paid for, will not receive an extension of Contract Time, and may be ordered removed at the Contractor's sole expense. The failure of Metro to order the removal of unauthorized Work shall not constitute acceptance of such Work nor shall it relieve the Contractor from any liability on account thereof. If the Contractor does not comply with an order of Metro to remove unauthorized Work, Metro may remove the Work at the Contractor's sole expense.

## **GC-19 SURVEY AND VERIFICATIONS \***

### **A. Performance and References**

Contractor shall perform all surveying necessary for construction as required by the Specifications. The Contractor shall preserve all construction survey references and marks for the duration of their usefulness. If Contractor loses or disturbs any construction survey references and Metro needs to replace them, such replacement shall be at the sole expense of the Contractor.

#### **B. Conformance With Plans and Variations**

All Work upon completion shall conform to the lines and elevations shown in the Specifications. Contractor shall report any variation to Metro in writing and may request approval of a variation from the Contracting Officer. If the Contractor fails to make such report or does not obtain approval of variations by the Contracting Officer, the Contractor shall correct the Work, and shall replace such Work to comply with Specification requirements at its own expense.

#### **C. Verification of Governing Dimensions**

Before commencing the Work, the Contractor shall verify all governing dimensions at the Worksite and shall examine all adjoining Work on which its Work is in any way dependent according to the Contract Documents. The Contractor shall notify Metro of any defective or non-conforming governing and adjoining dimensions that are observed before the Contractor begins that part of the Work.

### **GC-20 PERFORMANCE AND INSPECTIONS \***

#### **A. Inspection and Testing During Contractor Performance**

1. Metro shall have access to the Work at all Worksites and at all times during the Contract Time, and upon reasonable notice may inspect the Worksite and inspect and test all Work, Construction Equipment and all other materials wherever located.
2. Such inspection and testing will be for the sole benefit of Metro and is in addition to tests the Contractor is required to perform as part of its Quality Control responsibility.
3. Except to the extent specified in writing by Metro, no inspection or testing shall be construed as constituting or implying acceptance, and Metro may reject or accept any Work, request Changes, or identify additional Work which must be done at any time prior to Final Acceptance of the Work.
4. Metro shall not be obligated to make any inspections and neither the inspection of the Work, nor the lack thereof, shall relieve the Contractor of its responsibility for providing the Goods, and completing the Work in accordance with the terms of the Contract.
5. Provided Metro has given the Contractor reasonable time in its notice to prepare for any inspection or test, Metro may charge the Contractor for any additional costs it incurs for the inspections or tests, when Work is not

ready at the time indicated in the notice or when re-inspection or retest is necessitated by prior rejection.

6. Metro shall have access, at all reasonable times, to the Contractor's calculations, supporting materials, data, and information concerning the Work, including computer programs and printouts, which Metro determines are required to review the Work properly and expeditiously.

Metro will perform its inspections and tests in a manner that does not unreasonably Delay the Work.

#### **B. Metro's Remedies for Deficient Work**

If any Work provided by the Contractor is Deficient, Metro shall provide written notice to Contractor of such Deficiencies and thereafter may do any or all of the following:

1. Require the Contractor to promptly segregate and remove rejected Work from the Worksite at its own expense and without any extension of Contract Time.
2. Require the Contractor re-perform such Work and repair or replace the Work, Goods or other material or item at the Contractor's own expense;
3. Withhold payments otherwise due to Contractor hereunder.
4. Seek Liquidated Damages as provided in this Contract;
5. Have such Work performed and Goods provided by others at the sole expense of the Contractor.
6. Terminate the Contract in accordance with the Article entitled TERMINATION FOR DEFAULT herein and obtain the remedies provided for therein.

Corrected or re-performed Work and replaced or repaired Goods shall be subject to all of the requirements of the Contract, including without limitation all standards of performance set forth in this Contract.

#### **C. Work Performed Without Inspection**

Metro may reject any Work the Contractor performs without a Metro inspection, as specified in the Contract. If Contractor covers up any Work without Metro's prior acceptance or consent, it must uncover it for inspection and properly restore the Work at its expense. Metro may order re-examination of any Work; if so ordered, the Contractor must uncover the Work. If such Work is found to be in compliance with the Contract, Metro will pay all costs associated with the re-inspection, including uncovering, covering, and damage to the Work related to the re-inspection. If the Work is not in compliance with the Contract, the Contractor shall pay all such costs and correct all Deficiencies.

#### **D. Work Performed Outside of Regular Work Day**

When Work is to be performed during hours other than the Regular Work Day, the Contractor notify Metro in writing not less than twenty-four (24) hours in advance, unless such Work is to be performed on Saturdays, Sundays or legal holidays, in which case such notice will be not less than seventy-two (72) hours in advance.

#### **E. Inspection by Government Entities and Others**

The Contractor shall make the Work available to authorized representatives of Government Entities, effected railroads and utilities, and property owners for the purpose of observing the Work associated with their respective interests. Visits will be coordinated through Metro.

#### **F. Inspection of Off Site Facilities**

Metro and the other authorized agencies may inspect Contractor's production of Goods at off site facilities, including any manufacturer's plant. Adequate facilities shall be made available for the necessary inspections and free access to all parts of the Work shall be available at all reasonable times. The Contractor shall have appropriate provisions inserted into each Subcontract it enters into providing for facility and in-plant inspection by Metro of the manufacture or production of Goods.

### **GC-21**

## **ACCEPTANCE OF ELEMENTS OF THE WORK \***

#### **A. General**

Except to the extent specified herein, in the Article entitled FINAL INSPECTION AND ACCEPTANCE OF THE WORK or otherwise specified in the SPECIAL PROVISIONS of this Contract, no inspection, testing or Acceptance of Substantial Completion of any Element of the Work, or payment in whole or in part therefore, shall be construed as constituting or implying Final Acceptance of the Work or any Element. Metro may reject or Accept any Element as Substantially Completed, request Changes, or identify additional Work that must be done at any time prior to Final Acceptance of the Work.

#### **B. Acceptance of an Element**

When the Contractor determines that any Element, as authorized in the Contract, is ready for Acceptance as Substantially Complete, including all required submissions and requirements for delivery to Metro specified in the Contract, the Contractor shall request Acceptance of the Element by giving Metro a Notice of Substantial Completion of the Element, as provided in the Article entitled SUBSTANTIAL COMPLETION, specifying that the Element is completed and the date on which it was completed. The procedures for Acceptance of any Element shall be as provided in the Article entitled SUBSTANTIAL COMPLETION and may be further described in the SPECIAL PROVISIONS of this Contract.



**A. Notice**

The Contractor shall provide Notice of Substantial Completion to the Contracting Officer when all of the following have occurred with respect to the Work or for an Element thereof:

1. The Contractor has completed the Work (except for Punch List items and final clean-up);
2. The Contractor has ensured that all Work has been performed and substantially completed in accordance with the requirements of the Contract;
3. All Deficiencies in the Work have been corrected (other than Punch List items);
4. Contractor has submitted a completed As Built Schedule (except for Punch List Items); and
5. The Contractor has ensured that the Work is ready for operation and may be operated without damage to the any other Work or property on or off the Site, and without injury to any Person.

**B. Inspection**

Within a reasonable time after the Contractor provides the Contracting Officer with Notice of Substantial Completion of the Work or an Element thereof:

1. The Contractor and Metro's Authorized Representative shall make an inspection of the Element that is the subject of the Notice to determine its status of completion: and
2. Metro will analyze the As Built Schedule to determine if it accurately reflects the cumulative effect of all Modifications approved by Metro based upon the Critical Path Schedule. Based upon that analysis, Metro will have the right to adjust the Contract Time, and Contract Price, to correct all errors, including prior estimates, in the Schedules.

**C. Substantial Completion**

Substantial Completion of the Work or Element thereof shall occur on the date:

1. The Contracting Officer determines that the Work or Element has been completed in accordance with all requirements of the Contract;
2. The Contractor has corrected all Deficiencies and deviations with respect to the Work;

3. The Contracting Officer has accepted the As Built Schedule and has notified the Contractor in writing of its acceptance of the correction of all Deficiencies;
4. Metro and the Contractor have agreed to a Punch List, if any, of items remaining to be completed or corrected prior to Final Acceptance; and
5. The Work, or Element thereof, is ready for use for the purpose intended.

Upon Substantial Completion, the Contracting Officer will issue a Certificate of Substantial Completion for the completed Work or Element.

#### **D. Acceptance**

1. The Contracting Officer may either:
  - a. Reject the Contractor's Notice of Substantial Completion because the Element does not meet the requirements for Substantial Completion, describing Deficiencies and/or deviations from the Contract requirements, or
  - b. Issue a Certificate of Substantial Completion and issue the agreed Punch List, if any, of Work items remaining.
2. If the Contracting Officer rejects the Contractor's Notice of Substantial Completion, the Contractor shall, at its own cost and expense, comply with all requirements for Substantial Completion and resubmit the Notice until the requirements have been met.

#### **E. Completion of the Punch List:**

1. All Work items on the Punch List shall be completed prior to Final Acceptance and final payment
2. After Substantial Completion, Metro shall allow the Contractor reasonable access to the Worksite to complete the items on the Punch List.

#### **F. Responsibility for Maintenance, Loss and Damage**

Upon the Contracting Officer's issuance of a Certificate of Substantial Completion, Metro (notwithstanding the Article entitled DAMAGE TO THE WORK AND RESPONSIBILITY FOR GOODS) shall be responsible for maintenance, and loss or damage to the Work or Element, except as follows:

1. The Contracting Officer's issuance of a Certificate of Substantial completion will not relieve the Contractor of its obligations to complete the Work or any Element, the non-completion of which was not disclosed to Metro (regardless of whether such nondisclosures were fraudulent, negligent, or otherwise);
2. The Contractor's action, negligence or breach of this Contract or the warranty causes loss or damage to the Work or Element;

3. The Work or Element remains within the custody or control of the Contractor; or
4. Responsibility remains with the Contractor pursuant to the terms of the Certificate of Substantial Completion.

#### **G. Responsibility to Complete the Work**

Notwithstanding any other provision of this Contract that could be interpreted to the contrary (including in Contract Documents of higher precedence), it shall be the Contractor's continuing responsibility to complete and deliver every Element, and the integrated whole, of the Work in accordance with all of the requirements of the Contract. The issuance of a Certificate of Substantial Completion by the Contracting Officer for any Element, or for the whole of the Work, shall not be construed to relieve the Contractor of this responsibility, or any part thereof. If, after the issuance of a Certificate of Substantial Completion, Metro discovers any Deficiency, or item not completed or otherwise requiring correction or remedial action, whether or not the item appears on any Punch List or other list of clean up items, the Contractor shall correct the Deficiency, complete the item or otherwise remedy the condition to bring it in to full compliance with the Contract.

### **GC-23**

## **FINAL INSPECTION AND ACCEPTANCE OF THE WORK \***

#### **A. Punch List and Other Obligations**

Promptly after Substantial Completion of the Work or Element thereof, the Contractor shall perform all Punch List Work, if any, which was not completed for purposes of Substantial Completion, and shall satisfy all of its other obligations under the Contract.

#### **B. Request for Final Acceptance**

Within 10 days after the Contractor determines that all Work as required in the Contract is fully completed, and all required submissions and deliveries to Metro specified in the Contract have been made, it shall give the Contracting Officer a written Request for Final Acceptance specifying that the Work is completed, the date on which it was completed and stating:

1. The Contractor has determined that the entire Work is fully completed, including satisfactory completion of inspections, tests, and documentation, including without limitation the As Built Schedule, specified in the Contract;
2. All Punch List and clean-up items are completed.
3. The Contracting Officer has received and accepted the assignment of all Subcontractor's, manufacturer's and Supplier's Warranties, all as-built drawings and other deliverables required under the Contract;

4. All Equipment, special tools, spare parts or other Goods purchased by the Contractor as provided in the Contract have been delivered to and accepted by the Contracting Officer free and clear of Liens;
5. All of the Contractor's and Subcontractors' personnel, supplies, equipment, waste materials, rubbish and temporary facilities have been removed from the Worksite;
6. The Contractor has complied with all requirements associated with closeout of the Contract.
7. The Contractor has delivered to the Contracting Officer a Notice of Completion for the Work in recordable form and meeting all statutory requirements.

### **C. Metro Inspection and Acceptance**

Metro will inspect the Work and within 60 day thereafter will either:

1. Reject the Request for Final Acceptance, specifying the Deficiencies or uncompleted portions of the Work; or
2. Issue an executed Certificate of Final Acceptance and record the Notice of Completion with the County Recorder.

If the Contracting Officer rejects the Request for Final Acceptance, specifying Deficiencies or uncompleted portions of the Work, the Contractor shall promptly remedy the Deficiencies or uncompleted portions of the Work. Thereafter, the Contractor shall again give the Contracting Officer a written Request for Final Acceptance of the Work, in accordance with the above process.

### **D. No Implied Acceptance**

Any failure by Metro to inspect or reject the Work or to reject the Contractor's Request for Final Acceptance as set forth above shall not constitute or imply Acceptance by Metro of the Work for any purpose, or imply approval of the Contractor's Request for Final Acceptance.

### **E. Survival of Obligations**

Without limiting any other provision of the Contract relating to continuing obligations that extend beyond Final Acceptance, the Contractor's responsibility for injury to persons and/or property arising from its duties and obligations under the Contract, including without limitation, the Articles entitled LIABILITY AND INDEMNIFICATION, GOODS, and WARRANTY OF WORK shall survive Final Acceptance.

### **F. Undisclosed Incomplete Work**

The Contractor will not be relieved of its obligations to complete any Element of the Work, or any portion or item thereof, the non-completion of which was

not disclosed to Metro (regardless of whether such nondisclosures were fraudulent, negligent, or otherwise) prior to Final Acceptance of the Contract. The Contractor shall remain obligated after Final Acceptance of the Contract, under this Article and all other provisions of the Contract that expressly or by their nature extend beyond and survive Final Acceptance, to correct all such undisclosed items.

## **GC-24**

### **WARRANTY \***

#### **A. Warranty**

The Contractor warrants that the Work shall be free of Deficiencies, shall be fit for use for the intended function, and shall meet all of the requirements of the Contract. The Contractor further warrants that the Goods furnished shall be new and of a quality that meets all of the requirements of the Contract.

#### **B. Commencement and Duration**

Warranties shall commence upon the Contracting Officer's issuance of a Certificate of Final Acceptance ("Warranty Commencement Date") and shall remain in effect until one (1) year after the Warranty Commencement Date or such longer period as may be specified in the Contract ("Warranty Period"). Subcontractor's, manufacturer's or Supplier's Warranty Periods shall be for the longer of the above stated Warranty Period or the Warranty Period specified in the particular Warranty.

#### **C. Warranty Claims**

If Metro determines that any of the Work contains Deficiencies any time within the Warranty Period, Metro shall claim and the Contractor shall correct, repair or replace such Work at its sole expense.

Contractor shall respond to Metro's Warranty claim within one day and shall repair the Deficiency within ten days. If the Deficiency cannot be repaired within said ten days, Contractor, within that ten days shall submit a schedule for completion of repairs, which shall be subject to the approval of Contracting Officer, and shall diligently proceed to complete the repairs within the approved schedule. If any Deficiency affects operation of the Work, or any essential Element thereof, Metro may, in its sole discretion require Contractor to complete repairs in less than ten days.

#### **D. Warranty on Corrected Deficiencies**

The Contractor's Warranty shall continue, as to each corrected Deficiency, until the later of:

1. The remainder of the Warranty Period; or
2. One (1) year after Acceptance by Metro of any corrected Work.

#### **E. Metro Right to Correct Deficiencies**

If the Contractor fails to remedy Deficiencies or otherwise comply with this Warranty or any other Warranty in this Contract, or fails to propose a timely and adequate remedy, Metro, after notice to the Contractor, may perform or have performed by Third Parties the necessary remedy, and the costs thereof shall be borne by the Contractor.

#### **F. Emergencies**

In case of an Emergency or hazard to health or safety requiring immediate curative action, Metro shall notify the Contractor and Contractor shall immediately take such action as it deems necessary and shall notify the Contracting Officer of the action taken. If the Contractor does not undertake immediate curative action, Metro may without prior notice undertake such action as is necessary to correct the hazard or deal with the Emergency and the cost thereof shall be borne by the Contractor.

#### **G. Abuse or Neglect by Metro**

To the extent that a particular portion of the Work covered by the Warranty has been abused or neglected by Metro, and such abuse or neglect is the cause of a Deficiency or the failure arising out of the Deficiency, that Deficiency or failure, or portion thereof, shall be excluded from this warranty. Normal wear and tear during operations is excluded from this exception.

#### **H. No Waiver**

Nothing in this Contract shall be construed to constitute a waiver or disclaimer, or limit, negate, exclude or modify in any way any warranty in this Contract.

#### **I. Acceptance of Non-Conforming Work**

If the Contracting Officer accepts any nonconforming Work without requiring it to be fully corrected, the Contractor shall reimburse Metro a portion of the Contract Price in an amount equal to the greater of: (1) the difference in the value of the Work, plus the present value of additional operating costs, if any, caused by such nonconforming Work or (2) the Contractor's cost savings in not correcting the Work. In either case, Contractor shall, in addition, reimburse Metro's costs to make the determination, including but not limited to staff costs, experts, tests and other actions necessary to make a determination. Such reimbursements shall be payable to Metro within ten (10) days after the Contractor's receipt of Metro's demand for payment.

#### **J. Subcontractor's Warranties**

Without in any way limiting the Contractor's Warranties with respect to the Work, the Contractor shall obtain from all Subcontractors, manufacturers and Suppliers, and assign and deliver to Metro all Warranties, including extended Warranties provided by such Subcontractors, manufacturers and Suppliers and from all other persons extending Warranties. All such Warranties shall:

1. Survive Final Acceptance, and all Metro and Contractor inspections, tests and acceptances, and;
2. Shall run directly to and be enforceable by the Contractor and Metro.

**K. Other Remedies**

The Warranties herein are in addition to all rights and remedies available under the Contract or applicable Law, and shall not limit the Contractor's liability or responsibility imposed by the Contract or applicable Law with respect to the Work including liability for design defects, latent construction defects, strict liability, negligence or fraud.

**L. Joint and Several Liability**

The Contractor shall be jointly and severally liable to Metro under any such Warranties. To the extent that any Warranty from any person other than the Contractor would be voided in whole or part by reason of any act or omission of the Contractor, the Contractor shall be fully liable to the extent of said Warranty.

**M. Actual Damages**

The Contractor shall be liable for actual damages resulting from any breach of an express or implied Warranty or any Deficiency in the Work.

**N. Spare Parts**

Metro's spare parts shall not be used to repair warrantable failures and defects. The security, control, shipping, and disposition of the Contractor-owned parts shall be the responsibility of the Contractor. Damage to Metro's property caused by the Contractor shall be the sole responsibility of the Contractor and shall be corrected at the Contractor's expense.

**O. Bond**

To the extent that any Performance Bond remains applicable, Surety and the Contractor shall be jointly and severally liable to Metro under its Performance Bond for any breach of the Contractor's obligations hereunder.

**P. Disputes**

In the event of a dispute between Metro and the Contractor relating to this Article, the Contractor may file a claim in accordance with the Article entitled CLAIMS.

**Q. All Contract Warranties Apply**

This Warranty provision is not exclusive. Contract provisions containing Warranties, including without limitation documents incorporated by reference or relied upon in any Contract Document, shall apply in accordance with their terms.

**SAFETY AND LOSS PREVENTION****A. Contractor Actions**

The Contractor shall at all times conduct its operations in such a manner as to avoid risk of bodily harm to persons or damage to property. The Contractor shall promptly take all reasonable precautions to safeguard against such risks and shall make regular safety inspections of its operations. The Contractor shall be solely responsible for the discovery, determination and correction of any unsafe conditions related to the Contractor's performance of the Work or Goods supplied by the Contractor.

**B. Compliance with Laws**

The Contractor shall comply with all applicable safety Laws, including any safety program established by Metro. The Contractor shall cooperate and coordinate with Metro and with other Metro Contractors on safety matters and shall promptly comply with any specific safety instructions or directions given to the Contractor by Metro. Notwithstanding, the Contractor shall remain responsible for the Worksite safety.

**C. Safety Practices**

The Contractor shall inform its personnel of Metro safety practices and the requirements of Metro's safety program. If any of the Contractor's personnel are required to visit any Worksites, the Contractor shall furnish suitable safety equipment and enforce the use of such equipment by those personnel. This Article is to be construed in its broadest sense for the protection of persons and property by the Contractor and no action or omission by Metro, the Contracting Officer, any Authorized Representative or any other person shall relieve the Contractor of any of its obligations and duties hereunder.

**D. Loss Prevention**

In performing its obligations hereunder, Contractor shall at a minimum provide for protecting the lives and health of employees and other persons; preventing damage to property, goods; and avoiding work interruptions. For these purposes, the Contractor shall, at no additional cost:

1. Provide appropriate safety barricades, signs, and signal lights;
2. Comply with the safety policies of Metro and all applicable Laws;
3. Take additional measures Metro determines are reasonably necessary for this purpose. This determination, when delivered to the Contractor or the Contractor's agent, shall be deemed sufficient notice from Metro of noncompliance and Contractor shall immediately begin required corrective action. After receiving the determination, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, Metro may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The



Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

4. Maintain an accurate record of exposure data on all occurrence incident to Work performed under the Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by Metro;
5. Inform its personnel of Metro safety practices and the requirements of Metro's safety program. If any of the Contractor's personnel are required to visit any Worksite, the Contractor shall furnish suitable safety equipment and enforce the use of such equipment by those personnel; and
6. Be responsible for its Subcontractor's compliance with this Article.

## **GC-26**

### **PROTECTION OF EXISTING STRUCTURES, EQUIPMENT AND VEGETATION \***

#### **A. Protection**

The Contractor shall protect existing structures, equipment and vegetation (collectively "Existing Improvements") within and adjacent to the Worksite and shall exercise due caution to avoid damage to such Existing Improvements.

#### **B. Repair and Replacement**

Unless otherwise provided, the Contractor shall repair or replace all Existing Improvements damaged or removed by Contractor. Repairs and replacements shall be at least equal to Existing Improvements and shall match them in finish and dimension.

#### **C. Costs**

All costs for protecting, removing and restoring Existing Improvements shall be the sole expense of the Contractor. If the Contractor fails or refuses to make timely repairs, Metro may make the repairs. All costs incurred by Metro, as determined by Metro, for such repairs shall be repaid by Contractor by cash payment upon demand or, without limitation of any of Metro's rights and remedies provided by Law or under this Contract, Metro may deduct the cost from any amount due under this Contract.

## **GC-27**

### **DAMAGE TO WORK AND RESPONSIBILITY FOR GOODS \***

#### **A. Responsibility for Work**

Except as otherwise specified in this Article, the Contractor shall be solely responsible for Goods delivered and Work performed until the Contracting Officer issues a Certificate of Substantial Completion, or Certificate of Final Acceptance, if no Certificate of Substantial Completion is issued. Partial

Substantial Completion of a portion of the Work shall only relieve the Contractor of responsibility for the Goods delivered and Work performed that are covered by the partial Substantial Completion.

#### **B. Risk of Loss**

Except as otherwise specified in this Article or in the California Public Contract Code §7105, the Contractor shall bear the risk of injury, loss, or damage to any and all parts of the Work from whatever cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall properly rebuild, repair, or restore the portions of the Work that have been damaged or destroyed from any causes prior to Acceptance as provided in the Section in this Article entitled Responsibility for Work, bearing the expense thereof.

#### **C. Protection of Structures**

The Contractor shall supply security and drainage and erect temporary structures as necessary to protect the Work from damage. The Contractor shall be responsible for Goods not delivered to the Worksite for which any Progress Payment has been made to the same extent as if the Goods were so delivered.

### **GC-28**

#### **TITLE \***

##### **A. Transfer**

Title to portions of the Work for which Progress Payments or other payments are made shall pass to Metro at the time of payment. The title transferred as described above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances. The Contractor shall promptly execute, acknowledge, and deliver to Metro proper bills of sale or other written instruments of title in a form as required by Metro. If title has not been vested in Metro previously, title shall pass to Metro upon Final Acceptance.

##### **B. Encumbrances After Transfer of Title**

The Contractor shall not pledge or otherwise encumber Work to which title has been transferred to Metro in any manner that would result in any lien, security interest, charge, and/or claim upon or against said Work.

##### **C. Acceptance**

The transfer of title of Work to Metro shall not constitute or imply Metro's Acceptance of any Work. Notwithstanding the transfer of title, the Contractor shall continue to be liable and responsible to Metro for any damage to or loss of Work until the Work is Accepted by the Contracting Officer.

##### **D. Delivery**

To transfer title the Contractor shall promptly execute, acknowledge, and deliver to the Authorized Representative proper bills of sale or other written instruments of title in a form as required by the Contracting Officer; said instruments shall convey to Metro title to Goods free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances. The Contractor at its own expense shall conspicuously mark such Goods as the property of Metro; shall not permit such Goods to become commingled with non-Metro-owned Goods; and shall take such other steps the Contracting Officer may require or regard as necessary to vest title to such Goods in Metro free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

## **GC-29                    CONDITIONS AFFECTING THE WORK \***

### **A. Contractor's Inspection**

The Contractor represents that it has inspected the Worksite and surrounding area, and has taken steps reasonably necessary to ascertain the nature and location of the Work to be constructed, and that it has investigated and satisfied itself as to the general and local conditions that could in any way affect the Work or its cost.

### **B. Contractor's Representation**

The Contractor further represents that it has satisfied itself as to the character, quality, and quantity of surface and subsurface substances or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Worksite and a review of all documentation relating to the Worksite and the Work, including without limitation documents describing any exploratory Work performed by Metro, Reference Documents, and the drawings and Specifications that are a part of the Contract. Any failure of the Contractor to take the actions described in this Article shall not relieve the Contractor from responsibility for properly estimating the difficulty and cost of successfully performing the Work or for proceeding to successfully perform the Work without additional expense to Metro.

### **C. Contractor's Responsibility**

The Contractor is solely responsible for any conclusions or interpretations it makes based on its investigation of conditions affecting the Work, including its interpretation of the Specifications and any Reference Documents made available by Metro.

### **D. Disposal of Waste**

Unless otherwise specified in the Contract, the Contractor shall make its own arrangements for disposing of waste and excess substances generated from Contractor's performance of the Work at a legal disposal site outside the Worksite, and shall pay all associated costs and obtain necessary permits, if any.

**A. Notice of Discovery of Subsurface Conditions**

Contractor shall, before any of the subsurface conditions are disturbed, provide immediate oral or electronic mail notice of the discovery of such conditions to Metro's Authorized Representative, followed by written notice to the Contracting Officer of the discovery within 24 hours thereafter, of any of the following subsurface conditions:

1. Substances that the Contractor believes may be Hazardous Substances, that are required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of Law ("Type 1 DSC");
2. Subsurface or latent physical conditions at the Worksite differing materially from those indicated in the Contract ("Type 2 DSC");
3. Unknown physical conditions at the Worksite of any unusual nature that differ materially from those ordinarily encountered in and generally recognized as inherent in Work of the character provided for in the Contract ("Type 3 DSC").

If the Contractor encounters substances during performance of the Work that it reasonably believes to be a Hazardous Substances, a Type 1 DSC, Contractor shall not disturb the condition and shall suspend Work in the immediate area of the suspected Hazardous Substances until Metro authorizes it to resume.

Metro reserves the right to use other labor forces to investigate and to perform work to determine the nature and extent of any suspected Type 1 DSC and to handle and/or remove the Hazardous Substances from the area.

If the Contractor encounters substances or conditions during performance of the Work that it reasonably believes to be a Type 2 DSC or Type 3 DSC, Contractor shall not disturb the condition or interfere with Metro's right or ability to investigate, but may continue Work in the area.

**B. Metro's Responsibility and Determination**

Metro will promptly investigate the conditions, and if it finds the conditions do materially differ, or do involve previously unknown Hazardous Substances, and cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, that condition shall constitute a Differing Site Condition and Metro shall make an adjustment in Contract Time and/or Contract Price in accordance with the Article entitled CHANGES or in accordance with any other provision of the Contract providing for compensation to the Contractor under the circumstances.

**C. Claims**

The Contractor shall not be entitled to any remedy for an asserted Differing Site Condition if it does not give Metro both: (1) timely notice of the asserted

Differing Site Condition, as required in this Article and in the Article entitled CLAIMS, and (2) an opportunity to investigate prior to the asserted Differing Site Condition being disturbed.

#### **D. Proceed With Work**

If a Dispute arises related to a claim of a Differing Site Condition, the Contractor shall proceed with all Work to be performed under the Contract and shall not be excused from any provision of the Contract, including without limitation, the Scheduled Completion Date.

### **GC-31 EXTENSION OF TIME**

#### **A. Critical Path Schedule**

All Work shall be performed in accordance with the requirements of the Contract and the Critical Path Schedule approved by the Contracting Officer. The Critical Path Schedule shall indicate planned Milestone dates for completing all Contract tasks and the Scheduled Completion Date for completion of all Work, and Contractor shall provide Metro notice of any Delay in the Critical Path Schedule.

#### **B. Inexcusable Delay**

An Inexcusable Delay is any Delay, including Delay in starting the Work after the NTP, that is not an Excusable Delay. An Inexcusable Delay shall not be a cause for granting additional Contract Time or compensation, and shall be cause for termination of the Contract under the Article entitled TERMINATION FOR DEFAULT

#### **C. Excusable Delay**

A Delay of the Work shall be an "Excusable Delay" to the extent that:

1. The Contractor provides notice to the Contracting Officer describing the act or event that the Contractor asserts was the cause of the Delay not more than 5 days after the day the act or event occurs;
2. The act or event consumes all available Float and causes a Delay to the Critical Path Schedule;
3. The Delay to the Critical Path Schedule cannot be reasonably mitigated;
4. The Delay arises out of an act or event that was unforeseeable by the Contractor,
5. The causes and effects of the act or event were beyond the control and without the fault or negligence of the Contractor and did not arise out of the Contractor's failure to perform or meet the requirements of the Contract;

6. The act or event causing the Delay is not excluded as an Excusable Delay under any other provision of the Contract; and
7. A specific remedy for the Delay is not provided by any other provision of the Contract.

The Contractor will have the burden of proving the Delay occurred, the Delay was an Excusable Delay, as defined above, the Delay could not be fully mitigated and the length of time of the Excusable Delay. The Contractor will not receive compensation for an Excusable Delay unless it is also a Compensable Delay, as provided in the Section in this Article entitled Compensable Delay. Upon adequate proof of an Excusable Delay, the Contractor will be granted an extension of time and will not be assessed with liquidated damages to the extent of the Excusable Delay to the Critical Path Schedule.

#### **D. Force Majeure and Severe Weather**

Subject to Contractor meeting the requirements of the Section herein entitled Excusable Delay, and the following requirements, Contractor will receive and extension of Contract Time for an Excusable Delay caused by a Force Majeure event or severe weather: 1) Contractor has taken reasonable precautions to prevent further Delays arising out of such Force Majeure event or severe weather; and 3) Contractor provides written notice to Metro describing the Force Majeure event or severe weather and the cause(s) of the Delay within five (5) days after the beginning of such Delay. Metro will grant an extension of time for severe weather Delays only to the extent the Work is actually delayed as determined by Metro. Metro shall determine the extension of time for severe weather, if any, in accordance with the Special Provision entitled WEATHER DELAYS CAUSED BY RAIN. Contractor's exclusive remedy for any Excusable Delay arising out of a Force Majeure event or severe weather shall be an extension of Contract Time as provided in this Article.

#### **E. Compensable Delay**

An Excusable Delay shall be a Compensable Delay if the performance of all or any part of the Work is delayed or interrupted:

1. By an act of an Authorized Representative of Metro in the administration of this Contract that is not expressly or impliedly authorized by this Contract, or
2. By a failure of Metro to act within the time specified in this Contract, or within a reasonable time if not specified.

A Claim for a Compensable Delay shall not be allowed:

1. For any costs incurred more than 5 days before the Contractor shall have notified the Contracting Officer of the act or Event causing the Delay; and

2. Unless the Claim is in an amount stated, and is submitted in accordance with the Article herein entitled CLAIMS.

The Contractor will have the burden of proving that the Delay is both an Excusable Delay and a Compensable Delay. If an Excusable Delay is found to be a Compensable Delay, Metro will, by Change Order, extend the Contract Time for the increase in the time of performance, and will adjust the Contract Price (excluding profit). If this Contract provides for a daily unit rate of compensation ("Delay Compensation") in accordance with the Article in the Form of Contract entitled COMPENSATION FOR DELAY, the Contract Price will be adjusted at the specified Delay Compensation rate. The Change Order will be Contractor's sole remedy arising out of the Compensable Delay.

#### **F. Concurrent Delay**

If Contractor is delayed by any act or event that would otherwise be a Compensable Delay, but the Delay is concurrently caused by any Excusable (but not Compensable) Delay or any Inexcusable Delay, Contractor's remedy shall be the same as for an Excusable Delay, and Metro will, by Change Order or other Modification, extend the Contract Time., Contractor will not be entitled to any change in the Contract Price or any other compensation. Delays will not be Concurrent to the extent that one Delay affects the Critical Path Schedule and the other Delay does not. In that event, the sole Delay will be the one that affects the Critical Path Schedule. The Change Order or other Modification extending Contract Time for a Concurrent Delay will be Contractor's sole remedy arising out of the Concurrent Delay.

#### **G. Shortage of Goods**

Except for a Delay in delivery by Metro of Metro-furnished Goods, a shortage of Goods shall not constitute a Compensable Delay. The Contractor may be entitled to an Excusable Delay if, in addition to meeting all other requirements for an Excusable Delay:

1. It supplies Metro with documented proof that it made every effort to obtain such Goods from every known source within reasonable distance of the Work; and
2. The inability to obtain such Goods when originally planned, did in fact cause a Delay in final completion of the Work that could not be fully mitigated by revising the sequence of its operations.

Only the physical shortage of Goods will be considered as a basis for an Excusable Delay. No consideration will be given to any claim that Goods could not be obtained at a reasonable, practical, or economical cost, unless it is shown to the satisfaction of Metro that:

1. The Goods could have been obtained only at exorbitant prices or;
2. The prices were entirely inconsistent with current rates, taking into account the quantities involved and the usual practices employed in obtaining such quantities; and

3. The facts could not have been known or anticipated at the time the Contract was executed.

#### **H. Multiple Causes of Delay**

If a Delay arises out of more than one cause, to the extent that the Delay is Excusable or Compensable, subject to all the requirements of this Article, Contractor will be entitled to one extension of Contract Time for the cumulative change to the Critical Path Schedule.

#### **I. Submittal of Information**

The Contractor shall submit the following information to the Contracting Officer at the earliest possible date after Contractor provides notice to the Contracting Officer of the asserted Delay, as provided in this Article, and shall thereafter supplement information as it becomes available:

1. A detailed description of the events causing the Delay;
2. An analysis of the impact of the claimed act or event causing the Delay upon the then current Critical Path Schedule, identifying the affected activities, the actual impacts and the number of days delayed; and
3. Proposals and measures taken to mitigate the claimed Delay and the effects thereof.

#### **J. No Metro Waiver**

Metro's granting of an extension of time or the Acceptance of any part of the Work after the time specified shall not constitute a waiver of any of Metro's rights under the Contract other than those specifically provided for in the extension or Acceptance.

#### **K. No Release of Surety**

An extension of Contract Time granted shall not release the Contractor's Surety from its obligations.

### **GC-32 INCREASED OR DECREASED QUANTITIES**

Increases or decreases in the quantity of a Unit, as identified in the SCHEDULE OF QUANTITIES AND PRICES, will be determined by comparing, at the time the Contracting Officer issues the Certificate of Final Acceptance, the actual or measured quantity of the Unit used to complete the Work with the estimated quantity of that Unit shown in the SCHEDULE OF QUANTITIES AND PRICES. If the actual or measured quantity of a Unit varies more than twenty-five percent (25%) above or below the estimated quantity of the Unit, an adjustment may be made upon demand of either party, as further described below. The adjustment shall be based upon any increase or decrease in costs due solely to the variation in quantity of the Unit as provided below. This Article shall not apply to variations in quantity due to a Modification to the Contract, which will be governed by the



Article entitled CHANGES or by the terms of the specific Modification. The Contractor's actual price of the Units, supported by documentation of Supplier invoiced cost, shall be used to calculate the adjustment of the Unit Price of the Unit (not including overhead and profit). The adjustment shall be measured as follows:

1. When the actual or measured quantity of a Unit required to complete the Work is more than a 25% increase from the estimated quantity of the Unit, as shown in the SCHEDULE OF QUANTITIES AND PRICES, an adjustment shall be made, upon demand of either party, to the price of those Units which are above 125% of the estimated quantity. The actual or measured quantity of Units up to 125% of the estimated quantity will be paid at the Unit Price shown in the SCHEDULE OF QUANTITIES AND PRICES. If neither party makes a demand for an adjustment in Unit Price for quantities above 125% of the estimated quantity, Metro will pay the Contractor the Unit Price shown in the SCHEDULE OF QUANTITIES AND PRICES for each such Unit.
2. When the actual or measured quantity of a Unit is less than seventy-five percent (75%) of the estimated quantity of the Unit, as shown in the SCHEDULE OF QUANTITIES AND PRICES, an adjustment shall be made, upon demand of either party, to the price of those Units. Metro will pay the lesser of:
  - i. The actual cost of the actual or measured quantity of the Units, including fixed costs; or
  - ii. The Unit Price of the Unit, as shown in the SCHEDULE OF QUANTITIES AND PRICES, multiplied by 75% of the estimated quantity of the Unit.

## **GC-33 CHANGES**

### **A. General**

1. The Contracting Officer may direct Changes within the general scope of the Contract without notice to sureties and may in its discretion direct immediate implementation of Changed Work by a CO, as provided herein. Upon receipt of a CO, the Contractor shall promptly proceed with the Work in accordance with the applicable conditions of the Contract. No direction, order, statement, or conduct of Metro, other than written direction by the Authorized Representative, shall constitute or be the basis for a Modification or otherwise entitle the Contractor to additional Compensation or Contract Time.
2. The Contractor shall promptly submit an RFC when it receives direction, instruction, interpretation, or determination from any person, other than an Authorized Representative, to perform Work that would constitute Changed Work. The Contractor shall not proceed with any such Work until directed in writing by the Authorized Representative as provided in this Article.

## **B. Request for Information (RFI)**

The Contractor may submit an RFI on any portion of the Work. Except under extraordinary circumstances, Contractor shall submit RFIs a minimum of 15 days prior to the need date for the information. Metro will provide a timely response and if a Change or other Modification is required initiate a CN, CO or other Modification.

## **C. Request for Change (RFC)**

1. The Contractor may submit an RFC to Metro's Authorized Representative describing the proposed Change. The Contractor shall describe the discovery of conditions or the occurrence of an event (discovery and occurrence shall collectively be referred to as "Occurrence" and conditions discovered or an event shall be referred to as an "Event") supporting the RFC, identifying the Specification that it proposes to change and stating the reasons for the Change, including relevant circumstances and impacts on the Schedule. If the Contractor is requesting a Modification to the Contract Price or Time, it shall submit the following with its RFC:
  - a) Describe, in detail, the facts underlying the RFC, the reasons why Contractor believes additional compensation or time will or may be due and the date of the Event;
  - b) Provide the name, title, and activity of each Metro Authorized Representative knowledgeable of the facts underlying the RFC;
  - c) Provide such other information as the Contracting Officer may deem necessary to evaluate the RFC;
  - d) If the Contractor estimates the cost to implement the requested Change will be less than \$100,000, the Contractor shall also submit the following with its RFC:
    - (i) A cost and schedule proposal in the level of detail specified by Metro,
    - (ii) Recommended Contract Modifications, including specific reference to the Sections and Paragraphs of the contract affected, or other basis of entitlement to the Change, and
  - e) For changes affecting Schedule, a fragment analysis showing how the Critical Path will be impacted by the Change.
2. The Contractor shall submit RFCs within 10 days after the Occurrence of the Event that is the basis of the RFC. If the Contractor delivers any RFC later than 10 days after the Occurrence of the Event (which shall be when Contractor first discovered or should have discovered the Occurrence of the Event in the exercise of reasonable prudence) described in the RFC, the Contractor shall not have, and will be deemed to have waived, any

Claim to any increase in Contract Price or Time arising out of the Event for the period prior to the date of delivery of the RFC.

3. If an RFC concerns any Event related to the Articles entitled DIFFERING SITE CONDITIONS, HISTORICAL, ARCHAEOLOGICAL, PALEONTOLOGICAL AND SCIENTIFIC DISCOVERIES, or CONDITIONS AFFECTING THE WORK, Contractor shall immediately provide notice of the Event to Metro's Authorized Representative and shall afford Metro the opportunity to inspect such Event before it is disturbed. If the Contractor does not provide Metro such a timely opportunity, it shall be deemed to have waived the right to Claim any increase in Contract Price or Time in connection therewith.
4. If the Contractor fails to provide a RFC within 60 days after any Occurrence of an Event, Contractor shall not have, and will be deemed to have waived, any Claim to any increase in Contract Price or Time arising out of the Event, unless Contractor can show, based on a preponderance of the evidence, that: (a) Metro was not materially prejudiced by the lack of notice, or (b) Metro's Authorized Representative had actual knowledge of the Event prior to the expiration of the 60-day period.
5. If Metro approves the RFC, it will issue a CN, CO or other Modification.
6. Notwithstanding anything that could be interpreted to the contrary in this Article, an RFC shall be at Contractor's risk. Contractor shall not be relieved from performing the Work during the time Metro considers the RFC and will not receive any adjustment in Contract Price or Time if Metro's Contracting Officer determines the subject matter of the RFC is not a Change or other Modification.

**D. Contracting Officer's Directive (COD) - (NOT USED)**

**E. Change Notice (CN)**

The Contracting Officer may issue a CN to the Contractor, describing a proposed Change to the Contract and requesting the Contractor to submit a Contractor's Cost and Schedule Proposal (in the form prescribed by Metro). A CN does not authorize the Contractor to commence performance of the proposed Changed Work. Any Change implemented by Metro will be incorporated into a CO or other Modification.

**F. Change Orders (CO) and Amendments**

1. Metro's Authorized Representative may unilaterally or by agreement with the Contractor issue a CO directing the Contractor to proceed with a Change in the Work. The CO shall contain a Not to Exceed (NTE) amount to be expended by the Contractor under the CO.
2. The Contractor shall not commence performance of the Work described in the CO until Metro's Authorized Representative executes the CO and transmits it to the Contractor.

3. Until such time as the parties agree to any Changes arising out of the CO and execute an Amendment, the Contractor shall maintain its records in accordance with the Section entitled Basis for Establishing Costs.
4. The Contractor shall maintain contemporary records as necessary to distinguish the cost of Changed Work performed under a CO from the cost of other Work until the parties execute an Amendment, or they resolve any Dispute through the Dispute Resolution Process (such resolution shall constitute a Modification). Payment for the Work shall be pursuant to the Section entitled Basis for Establishing Costs. The Contractor shall submit reports of Work on forms prescribed by Metro within one day after performance of the Work. All back-up records and reports shall be made immediately available to Metro upon request. All reports shall be certified by the signature of the Contractor's Representative and acknowledged by Metro's Authorized Representative. All submittals shall be subject to audit and determinations of the accuracy of the submitted information.
5. Metro shall not be liable for or pay any amount in excess of the CO NTE amount. The Contractor shall notify Metro when eighty percent (80%) of the NTE amount has been expended, and provide an estimate of the cost to complete the Changed Work. If Metro agrees that costs in excess of the NTE amount are justified, Metro will issue a revised CO increasing the NTE amount.
6. Any Amendment executed by both parties, arising out of a CO shall:
  - a. Expressly state that the Work described therein is Changed Work.
  - b. Include all Changes to the Critical Path Schedule, the Contract Price, and all costs of any nature arising out of the Changed Work and shall be accompanied by a Certificate of Current Cost or Pricing Data.
  - c. Contain a statement that the adjustment to the Contract Time and Contract Price, if any, includes all time and amounts to which the Contractor is entitled as a result of the Changes giving rise to the CO.
7. The execution of an Amendment by Metro and the Contractor shall be deemed to be an unconditional agreement to all Work, and all adjustments to Contract Price and Contract Time related to the Change. There will be no reservation of rights by either party on an Amendment.

#### **G. Contractor's Cost and Schedule Proposal (CSP)**

1. The Contractor shall submit a Contractor's Cost and Schedule Proposal (CSP) to Metro's Authorized Representative within the time limits below after receipt of a CN or CO from Metro:

<b>Proposed Value</b>	<b>Owner Directed Changes</b>	<b>Contractor Requested Changes (RFC)</b>
< \$100,000	5 Working Days	With the RFC as required above
>= \$100,000	15 Working Days	15 Working Days

2. In preparing the CSP, Contractor shall:
  - a. Use the forms provided or approved by Metro, and the components set forth in the Section entitled Basis for Establishing Costs, to identify all costs of the Change, including overhead and profit.
  - b. Identify the impacts of the Change on, and integrate the Change in to the Critical Path Schedule.
  - c. Follow Construction Specifications Institute's (CSI) Master Format classification system in describing the Changes.
  - d. Base the proposal on the Contractor's actual, expected construction productivity rates (and provide appropriate support for those productivity rates); not on published or trade association composite rates.
  - e. Identify any prices or other elements of the CSP that are conditional, such as time sensitive orders or events.
  - f. Certify the CSP upon Metro's request.
  - g. Include a Certificate of Current Cost or Pricing Data as described in the Article entitled AUDITS.
  - h. If the CSP totals one-hundred-thousand dollars (\$100,000) or more, include an Ethics Declaration on the form provided by Metro.
3. If the Contractor does not submit the CSP by the required date, Metro reserves the right to modify the CO utilizing Metro's fair cost estimate.
4. If any prices or other elements of the proposal are conditional, such as orders being made by a certain date or the occurrence of a particular event at a specified time, the Contractor shall identify these conditions in its proposal.

#### **H. Basis for Establishing Costs**

The amount payable for a Change is the sum of all eligible costs the Contractor necessarily incurs to perform the Work and a mark-up for overhead and profit. Any increase in the costs shall exclude:

1. Costs caused by the breach of contract or fault or negligence, or act or failure to act of the Contractor, or any Subcontractor, or any other

Persons for whom the Contractor may be contractually or legally responsible; and

2. Costs which could reasonably be avoided by the Contractor, including resequencing, reallocating or redeploying its forces to other portions of the Work or to other activities unrelated to the Work, adjusted for any additional costs reasonably incurred in connection with such reallocation or redeployment.

Eligible costs shall include:

1. Labor Costs

- a. Labor cost shall be based, as a minimum, on the prevailing wage scale for each craft or type of Work used in the Changed Work, as well as payroll taxes and fringe benefits, as applicable. Payroll taxes shall be calculated on base wage only and not on fringe benefits. Fringe benefits shall be applied only to the straight-time component of cost and shall not apply to the premium-time component unless otherwise required by the California Labor Code.
- b. Labor reports shall include names, hours worked, and rates of pay for all classifications that are engaged in the actual direct performance of the Changed Work. Labor costs shall not include costs for management personnel above foreman, office personnel, timekeepers, and maintenance mechanics unless authorized by the Contracting Officer prior to the start of Changed Work.

2. Material Costs

Material costs shall be the cost of all Goods purchased by the Contractor and used in the Changed Work, including normal wastage allowance as per industry standards. The cost shall include freight, delivery, unloading, storage charges, taxes and all Supplier discounts. The prices shall be supported by valid invoices or binding written quotations from reputable Suppliers, or shall be prices from existing purchase orders, blanket purchase orders or other ordering agreements standard in the industry. The invoices or quotations shall be made available to Metro upon request. Metro reserves the right to review and accept Goods and sources of supply of Goods to be furnished by the Contractor or its Subcontractor(s), as well as the right to furnish the Goods to the Contractor if necessary to facilitate the progress of the Work.

3. Construction Equipment Costs

The rates described in this Paragraph include the Construction Equipment, plus the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals, subject to the following:

- a. Construction Equipment costs shall not include costs for items normally considered Contractor plant or fixed costs items (such as buildings, trailers, office equipment, utilities, rail, piping, electrical distribution systems, processing plants, material handling facilities, work platforms, scaffolding, and concrete forms).
- b. Construction Equipment reports shall include size, type, identification number, rental rate (if applicable), and hours of operation.
- c. Construction Equipment and tools having a replacement value of \$200 or less, whether or not consumed or used, shall be considered small tools and no payment shall be made for them.
- d. Equipment ownership fixed costs shall be limited to the following for multiple shift operations:
  - (1) Overhead - at the hourly overhead rate listed in the Cost Reference Guide for Construction Equipment for the first shift each day and at 15% of that same hourly rate for the second shift each day. No additional overhead costs will be allowed for a third shift; and
  - (2) Depreciation - the hourly depreciation rate listed in the Cost Reference Guide for Construction Equipment for the first shift each day and at 50% of that same hourly rate for the second and third shifts each day.
- e. Metro shall pay Contractor for the use of Contractor-owned Construction Equipment at the total hourly cost rates listed for such Construction Equipment in the Cost Reference Guide for Construction Equipment (published by Dataquest of San Jose), which edition shall be the latest edition in effect at the time the Changed Work is performed. No adjustment to the total hourly cost rates listed in the Cost Reference Guide shall be made except as stated in this Paragraph for multiple shift operations and standby.
- f. If it is deemed necessary by the Contractor to use Contractor-owned specialized Construction Equipment not listed in the applicable edition of the Cost Reference Guide for Construction Equipment (as noted above), the Contractor shall submit all cost data to Metro's Authorized Representative for its use in establishing the rate.
- g. If the Contractor deems it necessary to use rental Construction Equipment due to the lack of availability of Contractor-owned Construction Equipment to perform the Changed Work, the Contractor shall submit the cost data, including written quotes, published price lists and paid invoices to Metro's Authorized Representative for use in verification of such rental cost. Metro will pay for Construction Equipment rented under lease-purchase or sale-leaseback arrangements, or rented from an organization under control of the Contractor or under common control with the Contractor, at the rates set forth in the Cost Reference Guide for Construction Equipment.

- h. Construction Equipment operators shall be paid for as stipulated in the Paragraph entitled Labor Costs.
- i. All Construction Equipment shall be in good working condition and suitable for the purpose for which it is to be used.
- j. Unless otherwise specified, manufacturer-approved modifications shall be used to classify Construction Equipment for the determination of applicable rental rates. Applicable rental rates for Construction Equipment that has no direct power unit shall be based on being powered by a unit of at least the minimum rating recommended by the manufacturer of that Construction Equipment.
- k. Metro will not pay compensation for Construction Equipment while it is inoperative due to breakdown, routine maintenance or other Contractor controlled or planned down time.
- l. Except as otherwise specified in this Article, time will be computed in half and full hours. In computing the time for use of Construction Equipment, less than 31 minutes shall be considered one-half hour.
- m. After Construction Equipment is idle for 16 hours in a 24 hour period it shall be deemed to be on standby, and Compensation for such Construction Equipment shall be limited to the sum of the hourly overhead and depreciation rates for 8 hours per 24 hour period.
- n. The time shall include the time required to move the Construction Equipment to the location of the Changed Work and return it to the original location (or to another location requiring no more time than that required to return it to its original location). Loading and transporting costs shall be allowed, in lieu of moving time, when the Construction Equipment is moved by means other than its own power. No payment for loading and transporting shall be made if the Construction Equipment is also used at the Worksite for other than the Changed Work.
- o. The Construction Equipment use period shall:
  - (1) Begin at the time the Construction Equipment is unloaded at the site of the Changed Work during standard work hours;
  - (2) Include each day that the Construction Equipment is at the Worksite of the Changed Work, excluding Saturdays and Sundays and other legal holidays unless such Work is performed on those days; and
  - (3) Terminate at the end of the day on which the Work is completed or Metro's Authorized Representative instructs the Contractor to discontinue the use of such Construction Equipment.



- p. Contractor shall substantiate the costs of all rented Construction Equipment by the Supplier's invoices or, if the work has not yet been started, by signed quotes or published rate sheets, submitted with the current reports; or, if not then available, submitted with subsequent reports. If the Contractor does not submit Supplier's invoices within 30 days after completion of the Changed Work, or if in Metro's opinion the cost of such rented Construction Equipment is excessive, then the cost of such Equipment shall be determined utilizing the guides listed in Paragraph 3.d above.
- q. No additional compensation shall be allowed for Construction Equipment used to perform Changed Work if such Equipment is already on the Worksite and being used or will be used for other than the Changed Work.

#### 4. Overhead and Profit

- a. If prior to commencement of performance of Changed Work the Parties agree on the amount of the direct costs of such Work, the Contractor shall be paid mark-ups on such direct costs for overhead and profit of:
  - (1) 20% for direct labor costs;
  - (2) 15% for material costs; and
  - (3) 15% for Construction Equipment use costs.
- b. If the direct cost of the Work is based in whole or in part on the Contractor's actual incurred costs, the mark-ups for overhead and profit shall be subject to determination by the Contracting Officer based upon audited overhead rates and a reasonable profit, not to exceed the markups set forth in Sub-Paragraph a of this Paragraph.
- c. The mark-ups for overhead include and are full compensation for all indirect costs of any nature, including without limitation home and field office overhead, all taxes of any nature (except taxes covered herein under labor or material costs), small tools, incidental job burdens, incidental engineering and all other indirect costs of the Changed Work.
- d. Incidental engineering costs, referred to in the previous Paragraph, which shall be included in the overhead mark-up, shall include all time spent by engineers for RFI and RFC preparation, Change Order administration, preparation and coordination of shop drawings, attendance at meetings, inspections scheduling, estimating, Claim preparation, submittal preparation and review, mix and shoring design and all other tasks normally performed by contractors as part of the Work under similar construction contracts.

#### 5. Engineering Costs

- a. Engineering costs that constitute a direct cost under a Change Order or other Modification shall be limited to costs that meet all of the following elements. They are:
    - (1) Not incidental engineering costs (as described in the immediately preceding Paragraph);
    - (2) Costs arising from engineering Work specified in the Change Order or other Modification, and
    - (3) Costs of engineering in excess of the total estimated cost of engineering for the Contract as shown in the Escrowed Bid Documents (if Bid Documents are escrowed).
  - b. Engineering costs which arise as a result of a Force Majeure or severe weather event shall not be compensable.
6. Subcontractor Costs
- a. When a Subcontractor performs Changed Work, the mark-ups set forth above shall be applied to the Subcontractor costs. Metro will pay the Contractor one additional mark-up of 5% of the Subcontractor's direct costs compensation regardless of the number of intervening tiers of Subcontractors.
  - b. Metro will not pay markups for goods furnished by Suppliers, except Suppliers of major Goods specially fabricated either fully or partially or modified for use in the Contract shall be considered Subcontractors for the purpose of this Paragraph.
  - c. Metro will not pay a mark-up for Units with Unit Prices established in the Contract.

7. Credit Items

Where the Contractor's or any tier Subcontractor's portion of a Change or other Modification involves credit items, or the proposed Change is a fully deductive Change or other Modification, the Contractor shall utilize the same mark-ups in computing the value of the credit.

8. Bond Costs

Changes to the cost of Performance and Payment bonds shall be limited to the actual increase or decrease in the cost of the Bonds arising directly out of the Change or other Modification. A copy of the Surety's invoice must be provided to document the change in the cost of the Bonds.

9. Acceleration Costs

No Acceleration Costs incurred by the Contractor to avoid a delay in any Milestone or in Substantial Completion of the Work shall be payable hereunder except with respect to Change Orders issued by Metro as an

alternative to allowing an extension of time pursuant to the Article entitled EXTENSION OF TIME.

**I. Audit**

The Contractor's records pertaining to Changes pursuant to this Article are subject to audit as set forth in the Article entitled AUDITS.

**J. Limitations on Authority**

Nothing in this Article shall be construed to bind Metro for acts of any person, including its Authorized Representatives, who exceed their authority as set forth in the Article entitled AUTHORITY OF THE CONTRACTING OFFICER AND AUTHORIZED REPRESENTATIVES.

**K. Work After Scheduled Completion Date, or During Suspension or Delay**

To avoid any duplicate payment of overhead or profit, if Contractor performs any Work under a CO or other Modification after the Scheduled Completion Date, or during a period of Suspension or Delay which results in a time extension, the mark ups for overhead and profit paid under this Article for the CO or other Modification for that period shall be deducted from any extended overhead or profit that may be otherwise payable to the Contractor under this Contract for the Suspension or Delay.

**L. Interest**

Except as provided in Public Contract Code Section 20104, no interest shall be payable on any amounts until the later of 30 days after: (1) execution to the Modification by both parties; or (2) the amounts become due and payable under the terms of the Modification.

**M. Accord and Satisfaction**

The execution of an Amendment by the Contracting Officer and the Contractor's Representative shall constitute a full accord and satisfaction of all amounts payable, all time extensions allowable and all other Claims arising out of the Event or Work that is the subject matter of the Amendment.

**GC-34 VALUE ENGINEERING PROPOSALS \***

**A. Value Engineering Proposals - General**

The Contractor may submit to Metro, in writing, value engineering proposals for modifying the Specifications for the purpose of reducing construction costs. The value-engineering proposal shall not impair the essential functions or characteristics of the Work, including service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.

**B. Value Engineering Proposals - Contents**

1. Value engineering proposals shall contain the following information:
  - a. A general description of the original Contract requirements for the Work and the proposed changes;
  - b. An itemized list of all the proposed modifications to the drawings and specifications;
  - c. An itemized list of all Work and Goods affected by the value-engineering proposal;
  - d. A detailed estimate of the construction costs based on the original Contract requirements and based on the proposed Changes;
  - e. Any requested time extensions or reductions to the Contract Time or Contract Milestones;
  - f. Statement that there will be a minimum twenty-five thousand (\$25,000) net savings; and
  - g. The date by which the Contractor requires a decision from the Contracting Officer concerning the value-engineering proposal.
2. The detailed estimate shall be supported by full and completely detailed estimates of costs by the Contractor, Subcontractors and Suppliers. The estimates of costs shall be determined in the same manner as if the Work were to be paid as a Change pursuant to the provisions the Article entitled CHANGES. The Contractor shall, upon the request of Metro, permit inspection of its original Bid estimate, Subcontracts and purchase orders relating to the value-engineering proposal.
3. The Contractor's cost of preparing the value-engineering proposal shall be excluded in determining the estimated net savings in construction cost.

#### **C. Value Engineering Proposals – Metro Review**

Metro may in its sole discretion accept the value-engineering proposal or any part thereof, and determine the estimated net saving in construction cost. In determining the estimated net savings, Metro may disregard the original contract bid estimates for any related Work or Goods, which in the judgment of Metro, do not represent a fair measure of the value of the Work or Goods. Metro will not be liable for Delays or damages to the Contractor resulting from any failure of Metro to accept or act upon any value-engineering proposal submitted pursuant to this Article. If a submitted value-engineering proposal is similar to a Change already under consideration by Metro, Metro may make such Change pursuant to the Article entitled CHANGES without respect to the Value Engineering Proposal.

#### **D. Amendments– Metro Issuance**

If the value-engineering proposal is acceptable to Metro, in whole or in part, Metro will accept by execution of an Amendment, which shall specifically

state that it is executed pursuant to this Article. Such Amendment shall identify all the Changes in the Specifications, Contract Time and Milestones; shall specify net savings in construction costs; and shall provide that the Contractor be paid 30% of the said net savings amount based upon the difference between the amount contained in the Contract and the estimated net savings, both as determined by Metro.

#### **E. Change Orders – Contract Review**

The Contractor shall either accept or reject any proposed Amendment executed by Metro pursuant to this section within (5) working days of its receipt date from Metro. If the Contractor does not reject the proposed Amendment in writing within the five (5) working days will be deemed accepted by Contractor, and shall become an Amendment to the Contract the same as if the Amendment had been executed by the Contractor. Contractor's acceptance, or deemed acceptance, of any Amendment executed by Metro pursuant to this Article shall be unconditional and the compensation stated therein shall constitute full compensation for all Work and Goods covered by the Amendment.

### **GC-35**

#### **AUDIT \***

##### **A. General**

The Contractor, its Subcontractors and Suppliers of any tier shall be subject at any time to audits by the Authorized Auditors to verify compliance with all Contract requirements.

The audits will be performed using FAR Part 31, Generally Accepted Accounting Practices and Principles (GAAP), and Metro's Contractor Cost Guidelines to determine the allowability, allocability, and reasonableness of the costs. If, based on an audit, the Contracting Officer determines that the Contractor has been previously overpaid, such overpayment shall be deducted from the Contractor's next Progress Payment, or after 10 days notice to the Contractor, the Contractor shall reimburse Metro.

##### **B. Metro Rights**

The Authorized Auditors shall have the right to examine all records, books documents and any other applicable data or evidence (hereinafter in this Article "Records") necessary to permit adequate evaluation of cost or pricing data submitted in connection with each CN, CO, Modification and Claim, along with the computations and projections used. The Authorized Auditors may also examine such Records in connection with any Application for Progress Payment that relates to Work performed under a CO, and Goods not yet incorporated into the Work.

For a period of three (3) years after the Final Acceptance of the Contract, the Authorized Auditors shall have the right to examine all Records that relate to the negotiation and/or performance of a CO or other Modification for the purpose of determining the accuracy and completeness of the cost or pricing data submitted by the Contractor. For all audits, the Authorized Auditors shall

have the right to examine, reproduce and audit all Records regardless of form (e.g., machine readable media such as disk, tape, etc.), or type (e.g., databases, application software, database management software, utilities, etc.) of the Contractor, including computations and projections, in order to evaluate whether the Records are accurate, complete and current.

### **C. Contractor Responsibilities**

The Contractor shall maintain its Records within the United States in accordance with FAR Part 31, GAAP, and Metro's Contractor's Cost Guidelines. The Records shall be sufficient to properly reflect all costs the Contractor claims to have been incurred, or anticipates it will incur, in performing the Contract. The Contractor, its Subcontractors and Suppliers are responsible for accounting for unallowable costs in accordance with FAR Subpart 31.201-6. All costs that are expressly unallowable or mutually agreed to be unallowable, including directly associated costs, shall be excluded from any billing, Claim, or proposal applicable to Metro's Contract. The Contractor shall maintain and segregate cost and pricing data, Records, and any other accounting evidence sufficient to properly reflect all direct and indirect costs of whatever nature the Contractor claims to have incurred or anticipates it will incur under any CO or other Modification. The Contractor shall make said evidence (or to the extent accepted by the Authorized Auditors, photographs, micro-photographs or other authentic reproductions thereof) available to the Authorized Auditors at the Contractor's offices at all reasonable times and without charge. The Contractor and its Subcontractors and Suppliers shall keep and preserve all such Records for a period of at least three (3) years from and after Final Acceptance of the Contract, or if the Contract is terminated in whole or in part until three (3) years after the final Contract close-out.

Contractor shall provide Records that are on machine-readable media in a format accessible and readable by the Authorized Auditors.

### **D. Written Notice**

Upon reasonable advance written notice, the Authorized Auditors shall have access at all times to all Records maintained by the Contractor and its Subcontractors and Suppliers for the Contract, for the purpose of auditing and verifying the Contractor's cost claimed to be due and payable hereunder, or anticipated to be incurred in performing the Contract. Reasonable advance written notice shall be provided with a copy sent to the Contractor's Representative for any audits performed at the Contractor's and/or Subcontractor's Home Office.

### **E. Defective Cost and Pricing Data:**

#### **1. Contractor Data**

The Contractor shall certify in the form prescribed by Metro that to the best of its knowledge and belief, the data submitted in relation to any Modification or Claim under this Contract were accurate, complete and current as of the date of agreement of the negotiated price of the

Modification. If the Contractor, Subcontractor, Supplier, prospective Subcontractor or prospective Supplier supplied certified cost or pricing data that were not complete, accurate, and current, or furnished data of any description that were not complete, accurate and current, the amount, including profit, negotiated in connection with any Modification or Claim shall be adjusted, and the Contract shall be modified to reflect the adjustment.

## 2. Subcontractor/Supplier Data

Before awarding any Subcontract in connection with any Change, the Contractor shall require the Subcontractor to submit cost or pricing data, in writing, unless the price is based on adequate price competition; based on established catalog or market prices for commercial items sold in substantial quantities to the general public; or set by Law. The Contractor shall require the Subcontractor to certify in the form prescribed by Metro, to the best of its knowledge and belief, the data submitted were accurate, complete and current as of the date of agreement on the negotiated price of the Subcontract or Subcontract modification.

## F. Requirements Not Exclusive

The requirements of this Article are in addition to other audit, inspection, and record keeping requirements specified elsewhere in the Contract.

## GC-36

## CLAIMS

### A. Notice of Intent to Claim (NOIC)

1. Conditions to Claim - As a condition to pursuing any Claim under or in connection with the Contract, the Contractor must meet all requirements set forth in this Article for submission of Claims.
2. Time Limits - The Contractor shall, as a condition precedent to entitlement, submit a written Notice of Intent To Claim (NOIC) to the Contracting Officer within 10 days after the Event or Occurrence, giving rise to the potential Claim in accordance with the provisions of this Article. Failure to comply with these requirements shall constitute a waiver by the Contractor of any right, equitable or otherwise, to bring any such Claim against Metro.
3. Content - The NOIC shall set forth the reasons the Contractor believes additional compensation or time is or will be due, the nature of the costs or Delay involved, and insofar as possible, the amount of the potential Claim.
4. Additional Work - If the Claim is for additional Work not yet commenced, Contractor shall, if possible, give the NOIC to the Contracting Officer prior to Contractor's start of performance of the Work.

### B. Submittal of and Response to Claims

1. Submittal and Review - Subject to having filed a timely NOIC, the Contractor shall file its Claim in writing within 60 days after the Occurrence of the act or Event giving rise to the Claim, in sufficient detail for Metro to ascertain its basis and amount. The Contractor shall furnish, when requested by Metro's Authorized Representative, such further information and details as Metro may require to evaluate the Claim. The Contractor shall give Metro's Authorized Representative access to its Records (as defined in the Article entitled AUDIT) and other materials relating to the Work, and shall cause its Subcontractors to do the same, so that Metro's Authorized Representative can fully investigate the Claim.
2. Delay Claims - The Contractor shall submit to the Contracting Officer with each Claim for an adjustment on account of Delay for any cause a proposed revision to the Critical Path Schedule incorporating the effects of the Delay claimed. The Claim shall also contain reasonable proposals to minimize the Delay and its effects. If the Critical Path Schedule submitted to the Contracting officer prior to the Delay for which relief is sought did not describe prior conditions affected by the Delay, then Contractor shall prepare a portion of the Critical Path Schedule reflecting these conditions as a baseline and submit it with the Claim. The Contractor shall also submit an Impacted Schedule showing the proposed revision. The Impacted Schedule shall also contain all other pending Modifications, Change Orders, Delays or Claims of Delay that are not included in the current Critical Path Schedule.
3. Certificate of Current Cost and Pricing Data - All Claim submittals shall include a Certificate of Current Cost and Pricing Data. In addition, and except as otherwise provided in Article 1.5 (defined below), each Claim over \$50,000 shall be accompanied by the following certification that:

"I certify that the Claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the Contract adjustment for which the Contractor believes Metro is liable; and that I am duly authorized to certify the Claim on behalf of the Contractor."
4. Ethics Declaration - For a Claim submittal of \$100,000 or more, Contractor shall submit an Ethics Declaration on the form provided by Metro.

#### **C. Claims Subject to Article 1.5**

1. Article 1.5 - This Contract is subject to the provisions of Sections 20104 et seq. of the California Public Contract Code (Article 1.5 of Chapter 1 of Part 3, entitled Resolution of Construction Claims – hereafter "Article 1.5"), and claims subject to said Article 1.5 shall be processed in accordance therewith. Pursuant to Section 20104[c], the full text of Article 1.5 is attached hereto as Attachment 1.
2. Other Requirements - Depending upon the grounds for relief and the nature of relief sought, information and conditions to resolution including



additional submittals, not inconsistent with Article 1.5, may be required elsewhere in the Contract.

**D. Claims Not Subject to Article 1.5:**

For Claims not subject to Article 1.5, the provisions of Article 1.5 are hereby incorporated and shall apply, except the 60 day response period set forth in Section 20104.2(c)(1) shall be 90 days.

**E. Government Code Claims**

1. Submittal - If the Contractor disputes the Contracting Officer's decision or if the Contracting Officer fails to make a decision with respect to the Claim, the Contractor may file a Claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencement with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code ("Government Code Claim") within the time limits set forth in Government Code.
2. Claims \$50,000 and Under – The commencement of the running of the period of time to file a Government Code Claim for \$50,000 or less shall be tolled until the Contracting Officer denies the Claim in writing pursuant to the process set forth in Section 20104.2(b) of Article 1.5. If the Contracting Officer does not deny the Claim in writing, the Claim shall be deemed denied by the Contracting Officer 15 days after the day the Contractor submits its final documentation as provided in Section 20104.2(b)(3). If the Contracting Officer denies the Claim in part, those parts of the Claim that are denied shall be subject to a Government Code Claim.
3. Claims over \$50,000 - The commencement of the running of the period of time to file a Government Code Claim for Claims over \$50,000 shall be tolled until the Contracting Officer denies the Claim in writing as a result of the "meet and confer" process pursuant to Section 20104.2(e) of Article 1.5. If the Contracting Officer does not deny the Claim in writing after the "meet and Confer" process, the Claim shall be deemed denied by the Contracting Officer 15 days after the last day of the "meet and confer" process. If the Contracting Officer denies the Claim in part, those parts of the Claim that are denied shall be subject to a Government Code Claim.

**F. No Claim After Final Acceptance**

Contractor shall not be eligible to, and shall not, make any Claims after the Contracting Officer executes a Certificate of Final Acceptance under the Article entitled FINAL INSPECTION AND ACCEPTANCE OF THE WORK. Contractor's Request for Final Acceptance of the Work and the Contracting Officer's issuance of a Certificate of Final Acceptance shall constitute a full accord and satisfaction with respect to all Claims, actual or potential, known or unknown.

**G. Performance During Claim or Dispute**

The Contractor shall proceed diligently with performance of the Contract pending resolution of any Claim, Dispute, appeal or action ensuing under the Contract, except for any performance the Contracting Officer determines in writing should be delayed, suspended or terminated as a result of such Claim or Dispute.

#### **H. Accord and Satisfaction**

A Claim resolved by a Change Order or Contract Amendment shall constitute a full accord and satisfaction unless the resolution specifically provides otherwise, and contains a description of those elements of the Claim that are not resolved.

### **GC-37**

## **DISPUTES**

#### **A. Administrative Process**

1. Negotiation - If a Dispute under the Contract arises, the Contracting Officer and the Contractor's Representative shall use their best efforts to resolve the Dispute through negotiation.
2. Documentation - All Disputes and negotiations shall be documented by each Party in writing and state the specifics of each Dispute and actions taken.
3. Agreement to ADR - If a Dispute cannot be resolved by the Contracting Officer and the Contractor's Representative, they may agree to use an ADR process for settling the Dispute.
4. Determination by Contracting Officer - In the absence of settlement, the Contracting Officer may, upon its own initiative, or upon the written request of the Contractor, make a determination of the Dispute. Upon such determination, Contractor shall immediately comply with the determination.
5. Claims - If the Dispute involves a Claim by the Contractor, the Contractor shall comply with and be subject to the provisions of the Article entitled CLAIMS, including the time limits for the filing of a Government Code Claim.

#### **B. Alternative Dispute Resolution (ADR)**

If the Parties choose to use ADR to attempt to resolve a Dispute:

1. The results of the ADR shall not be binding on either Metro or the Contractor unless the Parties have separately agreed prior to the ADR in writing that the ADR will be binding or thereafter agree by a separate settlement or other agreement that it will be binding.
2. A mediation will not be binding, except by separate agreement as a result of the mediation and in no event will a mediator make any findings.
3. Any separate agreement reached by the Parties as a result of a mediation or non-binding arbitration shall be implemented as a Modification.

4. If the ADR does not resolve all issues and there are items to be negotiated in order to enter into a Modification, the Parties shall use their best efforts to negotiate those issues. If they are unsuccessful the Parties may agree to return to the ADR for further proceedings on the open issues. If the Parties cannot agree, they shall proceed in accordance with the following Paragraphs.
5. If the ADR is an arbitration (or other process in which findings are made), the findings may be used in any concurrent or subsequent Claim, litigation or other action at Law or in equity only if the Parties have agreed that the findings may be used.
6. If either party does not accept the result of a non-binding arbitration, or they are unable to reach agreement on a Modification, the Contracting Officer may make a determination, which shall be final, subject to Contractor's remedies under the Article entitled CLAIMS. In the absence of a determination by the Contracting Officer after conclusion of the ADR, the Contracting Officer's determination prior to the ADR shall apply, subject to Contractor's remedies under the Article entitled CLAIMS.
7. The Parties may agree that the time for the filing of a Government Code Claim, as defined in the Article entitled CLAIMS, shall be tolled during the pendency of an ADR process. The terms of the tolling agreement shall be subject to the agreement of the Parties.

## **GC-38**

### **SUSPENSION \***

#### **A. Order of Suspension;**

Metro may at any time and for any reason within its sole discretion issue a written order to the Contractor suspending, delaying, or interrupting all or any part of the Work for a specified period of time.

#### **B. Contractor Compliance:**

The Contractor shall comply immediately with any written order it receives from the Contracting Officer suspending the Work and take all reasonable steps to minimize costs allocable to the Work covered by the suspension during the period of Work stoppage. Contractor shall continue the Work that is not included in the suspension at normal full strength and shall continue ancillary activities, as reasonably required to preserve property or as otherwise required by the Contracting Officer. The Contractor shall resume performance of the suspended Work upon expiration of the notice of suspension, or upon direction of the Contracting Officer.

#### **C. Price and Time Adjustments**

The Contractor may submit an RFC for an adjustment in the Contract Price (not to include profit) and/or an extension of the Contract Time, to the extent that cost or Delays are shown by the Contractor to be directly; attributable to any suspension. The RFC shall be filed within 20 days after the end of the

Work suspension. However, no adjustment shall be made under this Article for any suspension, Delay or interruption to the extent that the Contractor's performance would have been so suspended, Delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment to the Contract Price or an extension of Contract Time is provided for, or excluded under any other term or condition of the Contract. The provisions of this Article shall only apply if a written order of suspension, Delay or interruption is issued by the Contracting Officer.

#### **D. Work During Suspension**

If during the suspension, the Contracting Officer authorizes the Contractor to incur any costs or perform any Work related to the suspended Work, such authorization shall be by CO and shall identify the authorized Work, any staff required to achieve the level of effort authorized, and the not to exceed amount of the authorization. Metro will make partial payments up to the not to exceed amount of the authorization against costs incurred by the Contractor in connection with the authorized Work.

### **GC-39**

## **TERMINATION FOR CONVENIENCE OF METRO \***

#### **A. Notice of Termination**

Metro may in its sole discretion terminate Contractor's performance of the Work under the Contract, without cause, from time to time at any time, in whole or in part. Such termination will be effected by delivery of a Notice of Termination to the Contractor, specifying the extent to which performance of the Work under the Contract shall be terminated and the date upon which such termination shall become effective.

#### **B. Obligations Upon Termination**

After receipt of a Notice of Termination, except as otherwise directed by the Contracting Officer, the Contractor shall:

1. Stop Work under the Contract on the date and to the extent specified in the Notice of Termination.
2. Place no further orders or Subcontracts for Goods or Work, except as may be necessary for completion of such portions of the Work expressly excluded from the Notice of Termination.
3. Communicate any Notice of Termination to the affected Subcontractors and Suppliers, and any other parties, at any tier.
4. Terminate all orders and Subcontracts that relate to the performance of the Work terminated by the Notice of Termination.
5. Settle outstanding liabilities and claims arising out of such termination of orders and Subcontracts, with the Acceptance of the Contracting Officer if required (which Acceptance shall be final for the purposes of this Article).

6. Upon the Contracting Officer's written order, assign to Metro in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor in and to outstanding orders and Subcontracts affected by the termination.
7. Transfer title and deliver to Metro in the manner, at the times, and to the extent directed by Contracting Officer:
  - a. Fabricated or unfabricated materials, supplies and Goods constituting Work in process, and all other products of uncompleted Work,
  - b. Completed Work, supplies, and other Goods procured as a part of, or acquired in connection with, the performance of the Work terminated; and
  - c. Completed or partially completed designs, plans, drawings, information, documentation and other items that would have been required to be completed and Furnished to Metro if the Contract had been completed.
8. Use its best efforts to sell the Goods referred to in this Article in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, providing that the:
  - a. Contractor is not required to extend credit to any purchaser;
  - b. Contractor may acquire any such Goods under the prescribed conditions; and/or
  - c. Proceeds of any such transfer or disposition shall be applied or otherwise credited to reduce payments made by Metro to the Contractor under the Contract.
9. Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to the Contract that is in the possession of the Contractor and in which Metro has or may acquire an interest.
10. Comply with all other requirements of Metro as may be specified in the Notice of Termination.
11. Complete performance of that portion of the Work that has not been terminated by the Notice of Termination, as applicable and in accordance with the Contract.

#### **C. Submittal and Review of Invoice**

Within 60 days after Metro's delivery of a Notice of Termination for Convenience, Contractor shall submit a final invoice based on the percentage of the Work completed prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination. Metro shall review and the Contracting Officer shall approve the invoice, or

approve the invoice as adjusted, based upon its determination of the amount due.

#### **D. Failure to Submit Termination Invoice**

Upon failure of the Contractor to submit its termination invoice within the time specified, the Contracting Officer will determine the amount due the Contractor, if any, on the basis of information available, and will pay the Contractor the amount so determined. Such payment shall constitute payment in full for the Work performed under the Contract. Any allowable costs incurred prior to the date of termination shall be handled in accordance with the Contract Document entitled COMPENSATION AND PAYMENT PROVISIONS.

#### **E. Partial Payments and Settlements**

1. Partial Payments – Under such terms and conditions as it may prescribe and at its sole discretion, Metro may make partial payments against costs incurred by the Contractor in connection with the terminated portion of the Contract whenever the Contracting Officer decides that the aggregate of such payments is within the amount to which the Contractor is entitled hereunder. If the total of such payments is in excess of the amount finally agreed-upon or determined to be due under this Article, such excess shall be payable by the Contractor to Metro upon demand, together with interest at a rate equal to that set forth in California Code of Civil Procedure Section 685.010.
2. Partial Settlements – Subject to the provisions of this Article, the Contractor and the Contracting Officer may agree upon the total of partial amount to be paid to the Contractor by reason of the total of partial termination of the Work pursuant to this Article. The Contract will be amended or revised accordingly and the Contractor will be paid the agreed-upon amount. Nothing in that part of this Article, which deals with the failure to reach agreement on the total amount to be paid to the Contractor, shall be deemed to limit, restrict, or otherwise determine or affect the amount that may be agreed upon pursuant to this section.

#### **F. Payment Upon Failure to Agree**

If the Contractor and the Contracting Officer fail to agree on the total amount to be paid the Contractor by reason of the termination of Work pursuant to this Article, Metro will pay the Contractor the amounts determined by the Contracting Officer as follows, exclusive of any amounts already agreed upon in accordance with this Article:

1. The Contract Price allocable to the portion of the Work properly performed or Goods supplied by the Contractor as of the date of termination, as determined in accordance with the Contract Document entitled COMPENSATION AND PAYMENT PROVISIONS reduced by any sums previously paid to the Contractor.

2. The cost of settling and paying Claims arising out of the termination of the Work under Subcontracts or orders as specified above, exclusive of the amounts paid or payable on account of Goods delivered or Work furnished by Subcontractors prior to the effective date of the Notice of Termination of Work under the Contract.
3. Profit on the cost of Work performed is included in the amount determined above. However, if the Contractor would have sustained a loss on the entire Contract had it been completed, the Contractor shall not be entitled to a profit and the settlement will be reduced to reflect the indicated rate of loss.
4. The reasonable cost of preserving and protecting property will also be paid, as well as any other reasonable costs incidental to the termination of the Work under the Contract or, including those reasonable expenses incurred to determine the amounts due.

#### **G. Exclusions**

Except to the extent that Metro will have otherwise expressly assumed the risk of loss, the fair value (as determined by the Contracting Officer) of property that is destroyed, lost, stolen, or damaged (so as to become undeliverable to Metro or other buyer as described above) shall be excluded from the amounts paid to the Contractor.

#### **H. Retention**

In arriving at the amount due the Contractor under this Article, retention shall be made for the following:

1. The amount of any Claim that Metro may have against the Contractor in connection with the Contract; and
2. The agreed upon price for and/or proceeds from the sale of Goods or other items acquired or sold by the Contractor that have not been otherwise recovered by or credited to Metro.

#### **I. No Damages or Anticipatory Profits**

Neither the Contractor nor any Subcontractor, Supplier or any other third party shall be entitled to any damages, whether they be direct, indirect, special, anticipatory, consequential or any other damages, anticipatory profits on Work not yet performed, as a result of any termination under this Article. Payment to the Contractor in accordance with this Article shall constitute the Contractor's, Subcontractor's, Supplier's and any other third party's exclusive remedy for any termination hereunder.

#### **J. No Waiver**

Notwithstanding anything contained in the Contract to the contrary, Metro's termination under this Article shall not waive any right Metro may have to

claim damages and Metro may pursue any cause of action that it may have by Law or under the Contract.

## **GC-40**

### **TERMINATION FOR DEFAULT \***

#### **A. Grounds for Termination for Default**

Metro may terminate this Contract, in whole or in part, for default for any of the following:

1. Contractor fails or refuses to perform any obligation under the Contract or to perform any Work or provide any Goods within the Schedule (including the applicable notice and/or cure periods, if any) or any authorized extension thereof.
2. Contractor fails to perform or comply with any other provision of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms.
3. Contractor's violation of an order or requirement of the Contracting Officer authorized by or within the scope of the Contract.
4. Contractor's abandonment of the Contract, which the Contracting Officer in its sole discretion may determine to exist if Contractor, without authorization ceases to perform substantial Work, which is not otherwise excused under the Contract, for three (3) days.
5. Contractor assigns the Contract, or any portion thereof, or subcontracts any Work without acceptance by the Contracting Officer.
6. Contractor's insolvency, bankruptcy, reorganization, or the filing of any related or similar proceeding; the appointment of a receiver or trustee for Contractor; the execution by Contractor of a general assignment for the benefit of creditors.
7. Failure of the Contractor to pay any amounts owing to any persons performing any portion of the Work, or the failure of the Contractor to pay its debts incurred on the Contract as they become due, providing that such failure continues for a period of 10 working days after written notice to the Contractor by the Contracting Officer.
8. The attachment, levy, execution, or other judicial seizure of any portion of the Contractor's property, or any substantial portion of the other assets of the Contractor, which is not released, expunged, or discharged within a period of 10 working days.
9. The violation or material failure to comply with any Law or order of a Government Entity, applicable to the Contractor, the Work or the Contract, including the submittal or pursuit of any false claim or any other act in violation of any Law relating to false claims.



10. Failure to indemnify any party that the Contractor is obligated to indemnify under the Article entitled LIABILITY AND INDEMNIFICATION and elsewhere under the Contract.
11. Failure to promptly correct any Deficiency, or to re-perform or replace rejected Work or Goods that do not meet Contract requirements.
12. Conviction of the Contractor or any of its officers, partners, principals, employees or any Contractor's Representative, for a violation of any Law related to Contractor's obligations under the Contract, including without limitation, in connection with the Work to be performed, Goods supplied, payments to be made or Claims submitted under the Contract.
13. Contractor's fraudulent representation or other material misrepresentation related to the Pre-qualification Application and process, or to any other representation or warranty under the Contract, including the filing of a False Claim under the California or federal False Claim Acts.
14. Contractor's offering or giving of any improper consideration, in any form, either directly or through an intermediary, to any Metro member, officer, employee or authorized representative with the intent of securing the Contract or the making of any determinations with respect to the Contractor's performance of the Work.
15. Contractor is placed on the California State Labor Commissioner's list of debarred contractors pursuant to Labor Code §1771.1 or §1771.7.

#### **B. Insolvency and Bankruptcy Defined**

1. Insolvency – Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Contract.
2. Bankruptcy – Contractor shall be deemed to be bankrupt upon the filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within 60 days) regarding Contractor under the United States Bankruptcy Code.

#### **C. Cure Notice**

1. Cure Notice

If, the Contracting Officer determines the Contractor is in default of the Contract, the Contracting Officer will issue a Cure Notice to the Contractor, with a copy to the Surety, describing the default.

2. Failure to Cure and Notice to Surety

If the Contractor fails to cure the default within 5 days after receipt of such Cure Notice, or if the default cannot be cured within 5 days, the Contractor fails to commence to cure within 5 days or fails to diligently proceed to cure or to cure the default within the time the Contracting Officer determines to be necessary, the Contracting Officer shall provide notice to the Surety of the Contractor's failure to cure or commence a cure. The Contracting Officer may in its sole discretion demand that the Surety cure the default. Whether or not Contracting Officer demands that the Surety cure the default, it may take any other actions it deems appropriate to cause the completion of the Work and to mitigate its damages. The Surety on the Performance Bond under the Contract shall not be entitled to take over the Contractor's performance of Work in case of termination under this Article, except with the consent of the Contracting Officer.

3. Failure of Surety to Cure and Notice of Termination

If the Contracting Officer demands that the Surety cure the default, and the Surety fails to cure the default within 5 days after receipt of the Cure Notice, or if the default cannot be cured within 5 days, and the Surety fails to commence to cure within 5 days and diligently proceed to cure within the time Metro determines to be necessary, the Contracting Officer may, by written notice, terminate the Contract or such part of the Contract as the Contracting Officer in its sole discretion deems to be in Metro's best interest.

4. Contractor's Continuing Liability

Whether or not the Contract or any part thereof is terminated, the Contractor shall be liable for any damages to Metro resulting from the Contractor's default.

**D. Contractor Obligations on Receipt of Notice**

Upon receipt of a Notice of Termination for default from Metro, the Contractor shall:

1. Stop all Work under the Contract on the date and to the extent specified in the Notice of Termination.
2. Place no further orders or Subcontracts for Goods or Work except as may be necessary for completion of such portions of the Work expressly excluded from the Notice of Termination.
3. Communicate any Notice of Termination to the affected Subcontractors and Suppliers at all tiers.
4. Terminate all orders and Subcontracts that relate to the performance of Work terminated by the Notice of Termination.

5. Comply with all other requirements of the Contracting Officer as may be specified in the Notice of Termination or any subsequent notices related to the termination.

#### **E. Metro Completion of Work**

Upon Metro's termination of the Contract in whole or in part because of the Contractor's default, Metro shall have the right to complete the Work by whatever means and methods it deems advisable. Metro:

1. May take over the Work and complete it by contract or otherwise.
2. Will not be required to obtain the lowest prices for completing the Work, but shall make such expenditures that, in Metro's sole judgment, best accomplish such completion.
3. May take possession of and use any or all the Contractor's Goods, plant, tools, Construction Equipment, and property of any kind, provided by or on behalf of the Contractor for the purpose of completing the Work, or any portion thereof, and shall not be responsible to the Contractor for fair wear and tear. The Contractor shall have no rights in such property during its use by Metro.
4. May procure, upon such terms as Metro deems appropriate, all Goods and services necessary to complete the Work, and Contractor shall be liable for any and all excess costs incurred by Metro.
5. Charge to the Contractor the expense of completing the Work together with a reasonable charge for engineering, managerial, and administrative services, as certified by Metro. Metro shall deduct said amount out of such monies that may be due or may at any time thereafter become due the Contractor.
6. Charge all other excess costs to Contractor and deduct them out of payments otherwise due at that time or thereafter.
7. If charged costs and expenses are in excess of the sum which otherwise would have been payable to Contractor, then the Contractor shall promptly pay the amount of such excess to Metro upon notice of the excess so due.

#### **F. Transfer of Title and Delivery of Work**

If the Contract is terminated as specified in this Article, the Contracting Officer may direct the Contractor to, and the Contractor shall, transfer title to and deliver all designated Goods, Equipment, Documents, Work in progress, tools, dies, jigs, fixtures, plans, drawings, information, and other items that the Contractor has produced or acquired for the terminated portion of the Contract and would have been required to furnish to Metro if the Contract had been completed.

#### **G. Preservation of Metro Property**

The Contractor shall, at its sole expense, protect and preserve property in its possession in which Metro has an interest.

#### **H. If Contractor Not In Default**

If, after the Notice of Termination for Default, it is determined that the Contractor was not in default, the termination shall be deemed to have been effected for the convenience of Metro in accordance with the Article entitled TERMINATION FOR CONVENIENCE, and adjustment shall be made as provided in that Article.

#### **I. Damages**

Neither the Contractor, nor any Subcontractor, Supplier or third party shall be entitled to any damages whether they be direct, indirect, special, anticipatory, consequential, or any other damages as a result of any termination under this Article.

#### **J. Remedies Not Exclusive:**

The rights and remedies of Metro provided in this Article are in addition to any other rights and remedies provided by Law or under the Contract.

### **GC-41**

## **COOPERATION IN EVENT OF TERMINATION**

#### **A. General**

1. Contractor understands and agrees that Metro has obligations that it cannot satisfy without use of the completed Work, and that a failure to satisfy its obligations under this Contract could result in irreparable damage to Metro and the persons and entities it serves. Therefore, Contractor agrees that in the event of any termination of all or any part of this Contract for any reason, Contractor shall fully cooperate with Metro in the transition of the Work to Metro or to a new contractor or provider of Goods and services, toward the end that there be no interruption of day-to-day operations due to the unavailability of the completed Work, or to related or existing facilities to the extent they are impacted by the termination of this Contract, during such transition.
2. Contractor shall have no right to withhold or limit any of the Work or any transition services on the basis of any alleged breach of this Contract by Metro, other than a failure by Metro to timely pay the amounts due based upon a properly submitted and approved invoice for Work rendered during the transition period or the amounts due for such transition services under this Article. Notwithstanding the provisions of the Article entitled DISPUTES, Metro shall have the right to seek specific performance of this Article in any court of competent jurisdiction, and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Article by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

## **B. Termination Transition Plan**

1. Upon the written direction from Contracting Officer included in the Notice of Termination, Contractor shall develop a Termination Transition Plan, to be completed within 10 days after such Notice. The Termination Transition Plan shall be subject to Metro's Acceptance.
2. If the Contractor has not submitted, or Metro has not accepted, a Termination Transition Plan by the effective date of the termination of this Contract, the Contracting Officer may direct the Contractor to continue to perform Work in accordance with Contract requirements to the extent required by the Contracting Officer. This Section shall survive the termination of the Contract.

## **C. Acts Upon Termination**

1. Contractor will (i) meet with Metro' Authorized Representative as soon as practicable after a Notice of Termination has been given, to discuss the Termination Transition Plan or any potential modifications to the then most current Termination Transition Plan, and (ii) use its best efforts to assist Metro in effecting a transition of the Work, in accordance with industry best practices, to Metro or another contractor chosen by Metro.
2. Provided that Metro is current in payment of the Contract amounts owed by Metro to Contractor (except for disputed amounts and withholds), Contractor shall continue to provide Work as well as transition services for a period defined in the Termination Transition Plan. In addition to the Work required of Contractor as set forth in this Contract, the transition services shall include, at a minimum, maintaining current data and records, providing services until transition to Metro or to a new contractor, providing on-site assistance, cooperating with Metro or its designated contractor, and providing such other services as shall be necessary or appropriate to facilitate, without interruption to the Work, the orderly transition of Work to Metro or its new contractor in accordance with industry best practices. If Contractor is providing any Work hereunder at the time of such transition utilizing any property or services of a Subcontractor or Supplier, Contractor shall, at the request of Contracting Officer, assign such Subcontract to Metro.

## **GC-42**

## **ASSIGNMENT \***

### **A. Consent**

1. The Contractor or its Surety shall not assign, transfer, convey, delegate or otherwise dispose of the Contract or the right, title, or interest in it or any part of it (collectively "Assign" or "Assignment") without the prior written consent of the Contracting Officer.
2. Any attempted Assignment without such consent shall be null and void.

3. No right under the Contract shall be asserted against Metro, in Law or in equity, by reason of any Assignment of the Contract, or any part thereof, unless authorized by the Contracting Officer as specified in this Article.

#### **B. Setoffs**

Any Assignment of proceeds of the Contract shall be subject to all proper setoffs and withholdings in favor of Metro and to all deductions specified in the Contract. All monies withheld, whether assigned or not, shall be subject to being used by Metro for completion of the Work, pursuant to the terms of the Contract. If the Contracting Officer consents to such Assignment of monies, the Contractor or Surety shall give written notice thereof to Metro at least 10 days before payment is due.

#### **C. Continuing Responsibility**

The Contractor's Assignment or delegation of any of its Work under the Contract shall be ineffective to relieve the Contractor of its responsibility for the Work assigned or delegated, unless the Contracting Officer, in its sole discretion has approved such relief from responsibility.

#### **D. Assignment of Certain Legal Rights**

The Contractor hereby agrees that the provisions of Public Contract Code §7103(b) are applicable to the Contract, and which provides as follows:

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under §4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This Assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

### **GC-43 ENVIRONMENTAL COMPLIANCE \***

#### **A. Inclusion in Subcontracts**

The Contractor shall include the requirements of the following Sections in every Subcontract that is more than one hundred thousand dollars (\$100,000) and shall take such action as Metro's Authorized Representative directs to enforce these requirements.

#### **B. Compliance With Environmental Laws**

- a. The Contractor shall comply with all applicable standards, orders, and requirements issued under any and all Environmental Laws, including those related to Hazardous Substances; and all interpretations,

guidelines, clarifications, mitigation measures, and any other requirements of Governmental Entities having jurisdiction related to such Laws.

- b. Without in any way limiting the foregoing, Contractor shall comply with all rules, regulations, and ordinances of the SCAQMD that apply to any Work performed pursuant to the Contract. The Contractor, Subcontractors, and Suppliers shall submit evidence to Metro that the governing air quality control criteria and requirements are being met.
- c. The Contractor shall comply with the applicable requirements of the SCAQMD governing solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the Contract. Containers of paints, thinner, curing compound, or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.
- d. The Contractor shall comply with all California Laws regarding pollution controls in purchasing and leasing new motor vehicles with Contract funds.
- e. The Contractor shall not burn Goods it disposes of.

#### **C. Environmental Protection Agency Regulations**

Without in any way limiting the foregoing, Contractor shall comply with all applicable regulations (40 CFR Part 15) of the Environmental Protection Agency. The Contractor shall not use any facility in the performance of the Contract that is listed on the Environmental Protection Agency List of Violating Facilities, unless and until the Environmental Protection Agency eliminates said name of such facility from said listing. The Contractor shall promptly notify Metro of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency (or any successor agency), indicating that a facility to be used by the Contractor is under consideration for listing on the Environmental Protection Agency List of Violating Facilities. The Contractor shall also report violations to Metro, to the FTA, and to the Environmental Protection Agency Assistant Administrator for Enforcement.

#### **D. Energy Conservation**

In addition to all other Contractual requirements, the Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the California energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6321 et. seq.).

### **GC-44**

#### **HISTORICAL, ARCHAEOLOGICAL, PALEONTOLOGICAL AND SCIENTIFIC DISCOVERIES \***

All things of historical, archaeological, paleontological, or scientific interest encountered by the Contractor during progress of the Work shall be reported immediately to Metro. Construction in the vicinity of the discovery shall be halted

in order to preserve and protect it until its significance can be determined by Metro. Metro will issue instructions to the Contractor with respect to the disposition of the discovery.

## **GC-45 WHISTLEBLOWER REQUIREMENTS \***

### **A. Disclosure**

The Contractor shall not adopt any rule, regulation or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or federal regulation; nor shall the Contractor retaliate against an employee for taking such actions as set forth in the California Labor Code §1101 et. seq.

### **B. Posting and Hotline**

The Contractor shall post and maintain Metro's Telephone Hotline poster provided by Metro at the Worksites during the term of the Contract. The Hotline poster shall be posted in prominent locations that are highly visible and accessible to the Contractor's employees. The Contractor shall not hinder or coerce its employees from using Metro Telephone Hotline to report concerns relative to the performance of any Metro contract. The Contractor shall provide access to Metro representatives for the purpose of verifying the Contractor's adherence to this Article. In the event Metro inspection finds the Contractor has failed to comply herewith, the Contractor shall correct such failures including, but not limited to, replacing Hotline posters and sponsoring training sessions, with Metro representatives, on the use of Metro Hotline.

### **C. Reporting**

The Contractor, or its employees, shall immediately report any attempt by any member, officer, or employee to solicit improper consideration. The report shall be made to the Contracting Officer or Metro Inspector General's Hotline.

## **GC-46 SEVERABILITY \***

If any Article, Section, Paragraph, sentence, clause, phrase or any other provision ("Provision") contained in the Contract or CWO is determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable ("Determined Unenforceable"), this shall not affect the other Provisions of the Contract or CWO, which shall remain in full force and effect as if the Provision Determined Unenforceable was not originally contained in the Contract or CWO.

## **GC-47 GOVERNING LAW \***

The Contract shall be governed by and interpreted in accordance with the laws of the State of California, and to the extent applicable, by the laws of the United States. By entering into the Contract, the Contractor consents and submits to the jurisdiction of the Courts of the State of California over any action at Law, suit in equity, or other proceeding that may arise out of the Contract.



**A. Ownership and Disclosure**

Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of Metro's business, including information submitted by the Contractor ("Records"), shall become the exclusive property of Metro and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code §6250 et. seq.). Metro's use and disclosure of its records are governed by this Act. Metro will use its best efforts to inform the Contractor of any request for any financial records or documents marked "Trade Secret", "Confidential" or "Proprietary" provided by the Contractor to Metro. Metro will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.

**B. Litigation Related to Disclosure**

In the event of litigation concerning the disclosure of any Records, Metro's sole involvement will be as a stakeholder, retaining the Records until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the Records and shall indemnify and hold Metro harmless from all costs and expenses including attorney's fees in connection with any such action.

**A. Definitions**

1. "Indemnitees" shall mean Metro, its Authorized Representatives and subsidiaries, and their respective members, directors, officers, employees and agents.
2. "Indemnitors" shall mean the Contractor, the Contractor's Representative, any other representative of the Contractor, any of its officers, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them, in connection with or relating to the Work or the Contract.
3. "Liabilities" shall mean any and all Claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses or expenses, including but not limited to workers compensation claims, and all fees of accountants, attorneys or other professionals related to any Claim or liability.

**B. Indemnification**

To the fullest extent permitted by law, the Contractor shall, at its sole cost and expense, fully defend, indemnify and hold harmless Metro, its Authorized Representatives, including its CM, and their respective subsidiaries, affiliates,

members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of the Contractor, Contractor's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the Work or the Contract, including without limitation to any Liability arising out of:

1. The personal injury to or death of any person (including employees of the parties to be indemnified) or for damage to or loss of use of property (including property of Metro); and
2. Metro's reliance upon the use of data or other information furnished or delivered by the Contractor pursuant to the Contract.

#### **C. Description**

1. The indemnification specified in this Article shall
  - a. Survive termination or close-out of the Contract and is in addition to any other rights or remedies that the Indemnitees may have under the Law or Contract.
  - b. Apply in the event of the act, omission, fault, or negligence, whether active or passive, of the Indemnitee.
  - c. Not apply to Liabilities arising from the sole negligence or willful misconduct of the Indemnitee.
2. In the event of any Claim or demand made against any Indemnitee, Metro may at its sole discretion reserve, retain, or apply any monies due the Contractor under the Contract for the purpose of resolving such claims; provided, however, Metro may release such funds if the Contractor gives Metro reasonable assurance that Metro's interests will be protected. Metro shall, at its sole discretion, determine whether such assurance is reasonable.

#### **D. Employee and Third Party Claims**

1. Employee Claims: Claims against any Indemnitee or Indemnitor by any employee of any Indemnitor, including claims under any workers' compensation act, disability benefit act or other employee benefit act or insurance, shall not in any way limit the Indemnitor's Liabilities to the Indemnitees.
2. Third Party Claims: Nothing contained in the Contract or CWO is intended to or shall have the effect of creating any rights in any third party against Metro. The inclusion of the Contract or any part thereof in any other

document shall not be deemed to be creating or incorporating any obligation, duty, or liability on the part of Metro. The Contractor shall indemnify the AUTHORITY in accordance with the provisions of this Article against any claim made by any third party claiming rights under the Contract.

#### **E. Joint and Several Liability**

If the Contractor is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of the Contractor that are assumed under or arise out of the Contract. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of the Contractor contained in, resulting from or assumed under the Contract, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

#### **F. Other Rights and Remedies**

The Contractor:

1. Acknowledges that the rights and remedies of Metro specified herein are in addition to and do not limit any rights or remedies of Metro afforded by the Contract or by Law;
2. Agrees that it is the Contractor's obligation to construct the Work, or cause the construction of the Work in accordance with the Contract Documents and that the Indemnitees are fully entitled to rely on the Contractor's performance of such obligation.
3. Agrees that any review and/or acceptance by the Contracting Officer or any Authorized Representative hereunder shall not relieve the Contractor of any of its obligations under the Contract Documents or in any way diminish its liability for performance of such obligations or its obligations to provide indemnities hereunder.

#### **G. Limitation of Liability**

The following restrictions shall apply to the Indemnities set forth in Sections A and C of this Article:

1. With respect to any loss, damage or expense of the type covered by the insurance required to be provided under this Contract, the Contractor's Indemnity obligation shall not extend to any loss, damage or expense arising from the sole negligence or willful misconduct of the Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee.
2. With respect to any loss, damage or expense which is not of the type covered by the insurance required to be provided under this Contract, the Contractor's Indemnity obligation shall not extend to any loss, damage or expense to the extent that such loss, damage or expense was caused by

the negligence or willful misconduct the Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee (in other words, a comparative negligence standard shall apply).

3. Except as permitted by California Civil Code §2782.1, 2782.2 and 2782.5, such indemnities shall not inure to the benefit of an Indemnitee so as to impose liability on the Contractor for the active negligence of Metro, or to relieve Metro of liability for such active negligence.

## **GC-50 RIGHTS IN SHOP DRAWINGS, RECORD DRAWINGS, SAMPLES, TECHNICAL DATA, PATENTS AND COPYRIGHTS \***

### **A. Shop Drawings**

Shop Drawings submitted to Metro by the Contractor, Subcontractors or Suppliers of any tier pursuant to the Contract, are the property of Metro, and Metro may use and disclose, in any manner and for any purpose unless Shop Drawings delivered under the Contract are marked "Confidential", "Trade Secret", or "Proprietary" in accordance with the Article entitled PUBLIC RECORDS ACT.

### **B. Samples**

When specified or requested by Metro, typical samples of Goods, properly tagged with, name of Work, Contractor, Goods, Supplier, location of Work and date of submittal, shall be submitted in triplicate by the Contractor for acceptance by Metro. Samples shall be of size indicated in the Specifications, or where no size is indicated, shall be of sufficient size to permit evaluation. Samples shall be submitted sufficiently in advance of the time when they are to be used so that any rejection thereof will not delay the accepted construction Schedules. Allow ten (10) working days for checking and notification from Metro. Accepted samples will be so labeled and dated, and a transmittal of acceptance will be sent to the Contractor. One accepted sample will be kept at Metro.

### **C. Technical Data**

1. Technical data, as used herein, means any form or format of technical writing, pictorial reproductions, drawings or other graphic representations, and documents of a technical nature, including computer software and program listings, which are developed or required to be delivered pursuant to the Contract. The term does not include financial reports, cost analyses, and other information incidental to contract administration. Technical data includes, but is not limited to:
  - a. Manuals or instructional information prepared for installation, operation, maintenance, or training purposes;
  - b. Data pertaining to items, components, or processes which were prepared for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics and performance requirements; and

- c. Computer and microprocessor software documentation including program design language or pseudo-code listings, fully annotated source code and machine level listings.
2. Except as limited by the Article entitled PUBLIC RECORDS ACTS Metro shall have the right to use, duplicate, modify or disclose the technical data and the information conveyed therein, in whole or in part, in any manner whatsoever, and to have or permit others to do so, for the purpose of operating, maintaining, procuring or modifying the Work, or the Transit System of which the Work is a part, or any Equipment or other items supplied by the Contractor.

#### **D. Patents and Copyrights**

1. Metro and its Authorized Representatives and employees acting within the scope of their official duties shall have a royalty-free license to publish, translate, reproduce, deliver, and use as they deem fit all technical data covered by copyright, patent or other proprietary rights supplied for the Contract. Contractor shall obtain the written permission of the owner of the patent, copyright or other proprietary right for Metro to use such technical data in the manner herein described.
2. The Contractor warrants that the Goods used on and/or incorporated into the Work shall be delivered free of any rightful claim of third party for infringement of any United States patent, copyright or other proprietary right. If a suit or proceeding based on a claimed infringement of a patent, copyright or other proprietary right is brought against Metro, and/or the CM, the Contractor shall, at its own expense, defend or settle any such suit or proceeding if authorized to do so in writing by Metro, and bear all damages and cost associated therewith.
3. The Contractor shall bear all costs arising from the use of patented Goods and/or processes used on and/or incorporated into the Work. When use of these Goods and/or processes are judged to be an infringement and their use is banned, the Contractor, at its own expense, shall with the concurrence of Metro, do one of the following:
  - a. Secure for Metro the right to continue using said Goods and/or processes by suspension of the injunction or by procuring a license(s);
  - b. Replace said Goods and/or process with non infringing Goods and/or processes;
  - c. Modify said Goods and/or processes so that they become Non-infringing; or
  - d. Remove said Goods and/or processes and refund the sum paid therefore without prejudice to any other rights of Metro.

## **E. Metro Design**

The preceding Section shall not apply to any Goods manufactured to the detailed design of Metro contained in the Contract Documents.

## **GC-51 NO WAIVER OF CONDITIONS \***

Failure of Metro to enforce at any time, or from time to time, any provision of the Contract shall not be construed as a waiver thereof.

No waiver by Metro of any breach or default of any provision of the Contract shall constitute a waiver of any other breach or of such provision.

Failure or delay by Metro to insist upon strict performance of any term or condition of the Contract, or to exercise any right or remedy provided herein or by Law, shall not be deemed a waiver of any right of Metro to insist upon strict performance of the Contractor's obligations set forth in the Contract, or any of its rights or remedies as to any prior or subsequent default hereunder.

## **GC-52 CONTRACTOR'S INTERACTION WITH THE MEDIA & THE PUBLIC \***

### **A. Approval of Copy**

Prior to publication, the Contractor shall submit to Metro for its review and approval all Metro related copy it proposes to use for advertising or public relations purposes. The Contractor shall not allow Metro related copy to be published in its advertisements and public relations programs prior to receiving such approval. The Contractor shall ensure that all published information is factual and that it does not in any way imply that Metro endorses the Contractor's firm, services or products.

### **B. Contact With News Media**

The Contractor shall refer all inquiries from the news media relating to the Contract or the Work to Metro, and shall comply with the direction of Metro's Authorized Representative for Media Relations regarding statements to the media.

### **C. Coordinating With the Public**

The Contractor shall designate a staff person acceptable to Metro to keep Metro informed of all impacts on the community resulting from the Work.

### **D. Complaints**

If the Contractor receives a complaint from a member of the community, the Contractor shall inform Metro promptly and comply with the direction of Metro.

#### **E. Tours**

Metro will notify the Contractor at least five (5) working days in advance of a media related site visit to the construction area.

#### **F. Notices to the Public**

The Contractor shall provide written notice to the community that it will be impacted by any event (e.g., for utility shutoffs, road closures, etc.) at least five (5) days prior to the anticipated event. Contractor shall submit six (6) copies of the proposed notice to Metro's Public Affairs staff at least ten (10) days prior to the anticipated event.

### **GC-53**

#### **AGENT TO ACCEPT SERVICE**

The Contractor shall maintain within Los Angeles County a duly authorized Agent to accept service of legal process ("Authorized Agent") on its behalf, and shall keep Metro advised of such Authorized Agent's name and address during the entire Contract Time and for three (3) years thereafter, or as long as the Contractor has warranty obligations under the Contract, whichever period terminates later. The Authorized Agent on the Effective Date of the Contract is identified in the Article in the Special Provisions entitled NOTICE AND SERVICE THEREOF. If at any time the Contractor does not meet the above requirement to maintain and identify to Metro its Authorized Agent, the Contractor agrees that the Secretary of State of the State of California shall be the Contractor's Authorized Agent.

#### **END OF GENERAL CONDITIONS**

## **COMPENSATION & PAYMENT PROVISIONS (CONSTRUCTION)**

### **FIRM FIXED PRICE (FFP)**



**Note:**

Articles flagged with an asterisk (\*) are Flow-down requirements as defined in Article SUBCONTRACTORS AND SUPPLIERS in Contract Document GENERAL CONDITIONS.

**CP-1 BASIS OF COMPENSATION**

Contractor will be paid the Contract Price in accordance with the following Articles, the Payment Schedule Quantities and Prices (Attachment 2 herein), and all other applicable terms and conditions of the Contract.

**CP-2 PROGRESS PAYMENTS**

- A. Definition: A Progress Payment is a payment of a portion of the Contract Price for partial completion of the Work based upon the PAYMENT SCHEDULE. A Progress Payment shall not include those portions of the Contract Price withheld pursuant to the Article entitled RETENTION AND ESCROW ACCOUNTS herein, nor any other amount properly withheld or deducted under other provisions of this Contract.
- B. Payment Schedule: Within thirty (30) days after the date of the Notice to Proceed (NTP), but in any event prior to the first Application for Progress Payment (hereinafter referred to as "Application"), the Contractor shall submit a detailed PAYMENT SCHEDULE to Metro, including a SCHEDULE OF VALUES based upon the SCHEDULE OF QUANTITIES AND PRICES attached hereto and a Schedule based upon the milestones in the Critical Path Schedule (or such other Schedule as is required under the Contract). Progress Payments shall be based upon the approved PAYMENT SCHEDULE. Each item of the PAYMENT SCHEDULE shall include its proportionate share of overhead, profit, and all other expenses involved. The quantities and values shall be extended to show the total amount for each item. The PAYMENT SCHEDULE must be approved by Metro prior to any Progress Payment being made. Metro reserves the right to modify or reject and require re-submission of any Payment Schedule which the Contracting Officer determines to be "front-end loaded," "materially unbalanced" or which otherwise does not represent an accurate representation of the manner in which the Contractor will incur cost. The determination of the Contracting Officer is final.
- C. General Invoicing Instructions: Contractor's Invoice shall include, at a minimum:
  - 1. Clear reference to Metro Contract Number, as well as Metro Project, to which the Invoice applies.
  - 2. Contractor's Invoice Number, Invoice Date, as well as the contract payment number the invoice represents; for example, Contractor's submittal of its first invoice is payment number 1, its second invoice submittal is payment number 2, and so on. Any Contractor re-submittal/revision to a submitted invoice shall have a letter suffix (a, b, c,

etc.) added to the payment number, signifying the invoice revision; for example, Contractor's first re-submittal of its first invoice shall be designated as payment number "1a".

3. Clear reference to the PAYMENT SCHEDULE Item(s) being invoiced, and the appropriate milestone description of activities and/or work related to the billing.
4. The itemized and total amount being invoiced (in U.S. dollars), less the amount of all contractual retention and deductions applicable for the invoiced amount (in U.S. dollars), and the resulting total net payment due.
5. The Time Period during which the Work was performed and for which the invoice is submitted.
6. Clear reference to Contractor's Taxpayer ID Number.

In no event shall Contractor's Invoice include any commercial terms in conflict with, or in addition to, the provisions already provided and agreed upon in the Contract. Any such non-contractual commercial terms included in Contractor's Invoice shall be null and void, superceded by the terms of Contract, and may subject the Invoice to being rejected by Metro.

D. Application for Progress Payment:

Contractor's Application shall contain:

1. Contractor's ORIGINAL invoice, and two (2) COPIES;
2. A description of the Work completed;
3. Conditional and unconditional waivers executed by the Subcontractors as described in the Article entitled PAYMENT TO SUBCONTRACTORS herein;
4. Release of Stop Notice from Subcontractors;
5. Any other documentation Metro requires to process the Progress Payment;
6. A Certification as set forth in Attachment 1, and;
7. Signature of Metro's Authorized Representative acknowledging that the Work described in the Application has been done in accordance with the Contract.

E. Terms of Payment:

1. Shall submit the Application to Metro as set forth in Article COMPENSATION in the FORM OF CONTRACT, based upon the PAYMENT SCHEDULE, no later than the 25<sup>th</sup> day of each month.
2. Metro will make Progress Payments within thirty (30) days after its receipt of an undisputed and properly submitted Application. If Metro fails to make any approved Progress Payment within such time, it shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of §685.010 of the California Code of Civil Procedure. Upon receipt of an Application, Metro shall:
  - a. Review the Application to determine if it is complete and meets Contractual requirements.
  - b. Return any Application that is not complete or does not meet Contractual requirements as soon as practicable, but not later than seven (7) days after receipt by Metro. Metro shall set forth in writing the reason(s) why the Application does not meet Contractual requirements.
3. The number of days available to Metro to make a Progress Payment without incurring interest shall be reduced by the number of days by which it exceeds the seven (7) day return requirement set forth above.
4. No Progress Payments shall be made for Work not performed in accordance with the Contract.
5. Except for Final Payment, an Application shall not be submitted unless the value of the Work is greater than five thousand dollars (\$5,000).

F. Payment for Goods Not Incorporated into the Work:

Metro, at its discretion, may authorize payment for Goods not yet incorporated into the Work, subject to the following conditions:

1. Goods shall be delivered to the Worksite or delivered to the Contractor and promptly placed in appropriate storage within Los Angeles County or other location, as approved by Metro.
2. Prior to inclusion of such Goods in any Application, the Contractor shall submit certified invoices for such Goods to Metro. Metro may allow only such portion of the amount represented by these invoices that, in its opinion, does not exceed the reasonable cost of such Goods.
3. If Goods are stored outside Los Angeles County, the Contractor shall pay all personal and property taxes that are levied against Metro by any state or subdivision thereof on account of such storage of said Goods.

4. Metro will permit the Contractor to contest, at its own expense, the validity of any such tax levied against Metro in appropriate legal proceedings.
  5. In the event of any judgment or decree by the court against the Contractor and/or Metro, the Contractor shall pay it together with any penalty and any other costs relating thereto. All such Goods so accepted shall become the property of Metro.
  6. Payments made for Goods included in an Application that are subsequently lost, damaged, or unsatisfactory shall be deducted from succeeding Applications.
- G. Title to portions of the Work for which Progress Payments or other payments are made shall pass to Metro as set forth in the General Conditions."

### **CP-3 RETENTION AND ESCROW ACCOUNTS\***

A. Retention:

Metro shall retain from each Progress Payment five percent (5%) of the Progress Payment as part security for the fulfillment of the Contract by the Contractor. The total retention withheld shall not exceed five percent (5%) of the Contract Price, as amended, or as adjusted by Change Orders.

B. Substitution of Securities:

To ensure performance under the Contract, the Contractor may, at its sole expense, substitute securities equivalent to the retention withheld by Metro. Such securities shall be deposited with an escrow agent approved by Metro, who shall then pay such retention to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. The Contractor shall be the beneficial owner of any security substituted for monies withheld and shall receive any accrued interest thereon. Securities eligible for investment shall include those listed in Government Code §16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and Metro. No such substitution shall be accepted until the Escrow Agreement, securities, and any other documents related to the substitution are reviewed and accepted in writing by Metro.

C. Payment of Escrow Agent:

In lieu of substitution of securities as provided above, the Contractor may request and Metro shall make payment of retention earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities consistent with Government Code §16430 and the Contractor shall receive the interest earned on the investments upon the same terms provided for in this Article for securities deposited by the Contractor. Upon satisfactory completion of the Contract, the Contractor shall receive from the escrow agent all securities, interest and payments received by the escrow agent from Metro, pursuant to the terms of this Article. The Contractor shall pay to each Subcontractor, not later than twenty (20) days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to ensure the performance of the Subcontractor. The escrow agreement used by the escrow agent pursuant to this Article shall be substantially similar to the form set forth in §22300 of the California Public Contract Code.

D. Release of Retention:

Upon Final Acceptance of the Contract, the Contractor shall submit an invoice for release of retention in accordance with the terms of the Contract.

E. Additional Deductibles:

In addition to the Retentions described above, Metro may deduct from each Progress Payment any or all of the following:

1. Liquidated Damages that have occurred as of the date of the Application for Progress Payment;
2. Deductions from previous Progress Payments already paid, due to Metro's discovery of deficiencies in the Work or non-compliance with the Specifications or any other requirement of the Contract;
3. Sums expended by Metro in performing any of the Contractor's obligations under the Contract that the Contractor has failed to perform, and;
4. Other sums that Metro is entitled to recover from the Contractor under the terms of the Contract, including without limitation insurance deductibles and assessments.

The failure of Metro to deduct any of the above-identified sums from a Progress Payment shall not constitute a waiver of Metro's right to such sums or to deduct them from a later Progress Payment.

**CP-4****STOP NOTICE\***

In addition to other amounts properly withheld under this Article or under other provisions of the Contract, Metro shall retain from Progress Payments otherwise due the Contractor an amount equal to one hundred twenty-five percent (125%) of the amount claimed under any Stop Notice under Civil Code §3179 et. seq. or other lien filed against the Contractor for labor, materials, supplies, equipment, and any other thing of value claimed to have been furnished to and/or incorporated into the Work; or for any other alleged contribution thereto. In addition to the foregoing and in accordance with Civil Code §3186 Metro may also satisfy its duty to withhold funds for Stop Notices by refusing to release funds held in escrow pursuant to Public Contract Code §22300. However, Metro may release such funds upon receipt of a Release of Stop Notice executed by a Stop Notice Claimant, a Stop Notice Bond, an order of a court of competent jurisdiction, or other evidence satisfactory to Metro that the Contractor has resolved such claim by settlement.

**CP-5****PAYMENT TO SUBCONTRACTORS\*****A. Requirements**

The Contractor shall pay all Subcontractors for and on account of Work performed by such Subcontractors, not later than seven (7) days after receipt of each Progress Payment as required by the California Business and Professions Code §7108.5. Such payments to Subcontractors shall be based on the measurements and estimates made pursuant to Article PROGRESS PAYMENTS provided herein.

Pursuant to 49 Code of Federal Regulations (CFR) Part 26, the Contractor shall pay each Subcontractor under this Contract for satisfactory performance of its Contract no later than seven (7) days after receipt of each Progress Payment received from Metro. The Contractor shall pay to each Subcontractor all amounts it has retained from payments under the Subcontract within seven (7) days after the Subcontractor's work is satisfactorily completed. Any delay of payment beyond the seven (7) day time limit shall be only for good cause, and only upon the prior written approval of Metro.

**B. Waiver and Release Forms**

As a condition to Metro's release of any Progress Payment, Contractor shall furnish Metro with:

1. A duly executed Conditional Waiver and Release Form from each Subcontractor listed in the current Application, and;
2. A duly executed Unconditional Waiver and Release Form from each Subcontractor listed in the preceding Application.

The Unconditional Waiver(s) must state the amount that the Subcontractor has been paid with respect to the Progress Payment most recently made to the Contractor. The required waiver and release forms shall be those set forth in California Civil Code §3262, clarified to confirm that they are not intended to release claims beyond the amount of the Progress Payment made and do not cover unprocessed or unresolved claims. In the event the Contractor fails to supply any of the foregoing waiver and release forms, Metro may retain the amount attributable to any such Subcontractor until the appropriate form is received.

**C. Failure to Comply**

If Metro determines that the Contractor has failed to comply with this Article, Metro may give written notice to the Contractor and the Contractor's Surety that if the default is not remedied within a specified period of time -- at least five (5) days -- the Contract may be terminated for cause in accordance with Article TERMINATION FOR DEFAULT in Contract Document GENERAL CONDITIONS.

**CP-6 PAYMENT OF TAXES**

Unless otherwise specifically provided in this Contract, the Contract Price includes compensation for all taxes the Contractor is required to pay by Laws in effect on the date the Contractor's bid was opened. The Contractor shall pay all federal, state, and local taxes, and duties applicable to and assessable against any Work, including but not limited to retail sales and use, transportation, export, import, business, and special taxes. The Contractor shall ascertain and pay the taxes when due. The Contractor will maintain auditable records, subject to Metro reviews, confirming that tax payments are current at all times.

**CP-7 FINAL PAYMENT**

A. After Final Acceptance of the Work, a Final Payment will be made as follows:

1. Prior to Final Acceptance, the Contractor shall prepare and submit an Application for Final Payment to Metro, including:
  - a. The proposed total amount due the Contractor, segregated by items on the Payment Schedule, Amendments, Change Orders, and other bases for payment;
  - b. Deductions for prior Progress Payments;
  - c. Amounts retained;
  - d. An Unconditional Waiver and Release for each Subcontractor;
  - e. List of Claims the Contractor intends to file at that time or a statement that no Claims will be filed, and;

- f. List of pending unsettled claims, stating claimed amounts.
2. The Application for Final Payment shall include complete and legally effective releases or waivers of liens and stop notices satisfactory to Metro, arising out of or filed in connection with the Work. Prior Progress Payments shall be subject to correction in Metro's review of the Application for Final Payment. Claims filed with the Application for Final Payment must be otherwise timely under the Contract and applicable Law.
  3. Within a reasonable time, Metro will review the Contractor's Application for Final Payment. Any recommended changes or corrections will then be forwarded to the Contractor. Within ten (10) days after receipt of recommended changes from Metro, the Contractor will make the changes, or list Claims that will be filed as a result of the changes, and shall submit the revised Application for Final Payment. Upon Acceptance by Metro, the revised Application for Final Payment will become the approved Application for Final Payment.
  4. If no Claims have been filed with the initial or any revised Application for Final Payment, and no claims remain unsettled within thirty (30) days after Final Acceptance of the Work by Metro, and agreements are reached on all issues regarding the Application for Final Payment, Metro, in exchange for an executed release, satisfactory in form and substance to Metro, will pay the entire sum found due on the approved Application for Final Payment, including the amount, if any, allowed on settled Claims.
  5. The release from the Contractor shall be from any and all Claims arising under the Contract, except for Claims that with the concurrence of Metro are specifically reserved, and shall release and waive all unreserved claims against Metro and its officers, directors, employees and Authorized Representatives. The release shall be accompanied by a certification by the Contractor that:
    - a. It has resolved all Subcontractor, Supplier and other Claims that are related to the settled Claims included in the Final Payment;
    - b. It has no reason to believe that any party has a valid Claim against the Contractor or Metro which has not been communicated in writing by the Contractor to Metro as of the date of the Certificate;
    - c. All warranties are in full force and effect, and;
    - d. The releases and the warranties shall survive final payment.
  6. If any Claims remain open, Metro may make Final Payment subject to resolution of those Claims. Metro may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of the sum of the amounts of the open Claims, and one hundred twenty-five percent



(125%) of the amounts of open Stop Notices referred to in Article entitled STOP NOTICES herein.

**CP-8**

**DISCOVERY OF DEFICIENCIES BEFORE AND AFTER FINAL PAYMENT**

- A. Notwithstanding Metro's acceptance of the Application for Final Payment and irrespective of whether it is before or after Final Payment has been made, Metro shall not be precluded from subsequently showing that:
1. The true and correct amount payable for the Work is different from that previously accepted;
  2. The previously-accepted Work did not in fact conform to the Contract requirements, or;
  3. A previous payment or portion thereof for Work was improperly made.

Metro also shall not be stopped from demanding and recovering damages from the Contractor, as appropriate, under any of the foregoing circumstances as permitted under the Contract or applicable Law.

**Contract No. C1056**

**Westside Subway Extension Project - Advanced Utility Relocations (La Cienega Station)**

**ATTACHMENT 1 – CERTIFICATION FOR REQUEST FOR PAYMENT**

I hereby certify under penalty of perjury as follows:

That the claim for payment is in all respects true, correct; that the services mentioned herein were actually rendered and/or supplies delivered to Metro in accordance with the contract.

I understand that it is a violation of both the federal and California False Claims Acts to knowingly present or cause to be presented to Metro a false claim for payment or approval. A claim includes a demand or request for money. It is also a violation of the False Claims Acts to knowingly make use of a false record or statement to get a false claim paid. The term "knowingly" includes either actual knowledge of the information, deliberate ignorance of the truth or falsity of the information, or reckless disregard for the truth or falsity of the information. Proof of specific intent to defraud is not necessary under the False Claims Acts.

I understand that the penalties under the Federal False Claims Act and State of California False Claims Act are non-exclusive, and are in addition to any other remedies which Metro may have either under contract or law.

I hereby further certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**END OF COMPENSATION & PAYMENT PROVISIONS**

## ATTACHMENT 2 – SCHEDULE OF QUANTITIES AND PRICES

To be inserted at the time of contract award

**DIVERSITY & ECONOMIC OPPORTUNITY DEPARTMENT**  
**CONTRACT COMPLIANCE MANUAL (RC - FTA)**

# DIVERSITY & ECONOMIC OPPORTUNITY DEPARTMENT

## CONTRACT COMPLIANCE MANUAL (RC – FTA)

### SECTION 100 - DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

- 100 FEDERAL OBLIGATION:** This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*.
- 101 POLICY STATEMENT:** It is Metro's policy to provide equal opportunity for Disadvantaged Business Enterprises (DBE) firm, as defined in Part 26, receive and participate on DOT-assisted contracts. It is also our policy:
1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
  2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
  3. To ensure that Metro's DBE program is narrowly tailored in accordance with applicable law;
  4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
  5. To help remove barriers to the participation of DBEs in DOT-assisted contracts; and
  6. To assist the development of firms that can compete successfully in the market place outside the DBE program.
- 102 INTERPRETATION:** Any conflict, error, omission or ambiguity which may arise between these instructions and the federal regulations or the above mentioned DBE Program shall be resolved first in favor of the federal regulation and second the DBE program.
- 103 INCORPORATION OF THE DBE PROGRAM INTO THE CONTRACT:** 49 CFR Part 26 and the DOT approved DBE Program adopted by the Authority are hereby incorporated by reference into this contract as though set forth in full. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a material breach of this contract. The Contractor and all project subcontractors are subject to the requirements of the DBE Program and to all requirements of the DOT DBE program found at 49 CFR Part 26. Metro will investigate any allegation of the Contractor, subcontractor or any other participating business failing to carry out the requirements of this DBE Program. Should this investigation find merit in the allegations, Metro may pursue legal and/or contractual remedies and/or impose sanctions as provided for in 49 CFR Part 26. In appropriate cases, Metro may also refer the matter to proper Federal authorities for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Contract Compliance Manual is a component of this contract. It describes the DBE Program requirements applicable to this contract. The provisions and enforcement mechanisms set forth in the Contract Compliance Manual are in addition to all other provisions and enforcement mechanisms available to Metro set forth elsewhere in this contract. The Contractor's compliance with the DBE Program requirements will be monitored by Metro throughout the life of the contract.

- 104 **GENERAL CONDITIONS AND SPECIAL PROVISIONS:** The General Conditions and Special Provisions of the subject Contract are incorporated by reference.
- 105 **METRO ASSURANCE:** In accordance with 49 CFR Part 26, it is the policy of Metro to ensure that no person is excluded from participation, denied benefits, or otherwise discriminated against in connection with the award and performance of a contract on the basis of race, color, sex, religion or national origin. Metro will not directly or indirectly, through contractual or other arrangements, use criteria or methods of administration, that defeat or substantially impair the objectives of the DBE Program on the basis of an individual's race, color, sex, religion or national origin.
- 106 **MISREPRESENTATION:** Suspension or debarment proceedings may be initiated against any firm that:
- Attempts to participate in a DOT-assisted program as a DBE and does not meet the eligibility criteria stated in the Certification Standards for DBE programs; or on the basis of false, fraudulent or deceitful statements; or under circumstances indicating a serious lack of business integrity or honesty.
- Attempts to use false, fraudulent or deceitful statements or representations in order to meet its DBE administrative requirements; or uses another firm that does not meet the DBE eligibility criteria stated in the certification standards.
- DOT may take action itself through its Fraud and Civil Remedies Program or refer the matter to the Department of Justice for prosecution under appropriate criminal statutes.
- 107 **AUDIT AND INSPECTION:** The Contractor shall maintain records of all DBE subcontractors and suppliers including names, business addresses, and the total dollar amounts actually paid through the term of the contract for five years after contract completion. Metro reserves the right to audit records and inspect the facilities of its contractors or any subcontractor (at any tier) for the purpose of verifying the DBE participation and/or adherence to the DBE program requirements. Contractors and subcontractors shall permit access to their records at the request of Metro. Notice is hereby given that state, local, and federal authorities may initiate or cooperate with Metro in auditing and inspecting such records.

## **SECTION 200 - DBE PARTICIPATION**

- 200 **OVERALL DBE GOAL:** To comply with 49 CFR Part 26, Metro has set an overall goal for DBE participation on its federally assisted contracts. The overall goal applies to federal-aid funds Metro expects to expend for the fiscal year. Metro will strive to meet its overall goal through race conscious and race neutral measures.

Metro supports the use of race conscious and race neutral measures to facilitate participation of DBEs and other small businesses, and encourages prime contractors to subcontract portions of their work that they might otherwise perform with their own workforce. To ascertain whether the overall DBE goal is being achieved, Metro will track payments made to all DBE firms performing work eligible for credit.

**201**     **RACE CONSCIOUS (RC) DBE MEASURES:** Includes setting RC DBE contract goals for the participation of DBE groups found in Metro's Disparity Study to have significant statistical disparity. The RC DBE groups are African Americans, Asian Pacific Americans, Native Americans, Hispanic Americans, and Subcontinent Asian Americans. Only DBE participation from these DBE groups will be counted toward the Contractor's DBE commitment.

**202**     **RACE NEUTRAL (RN) DBE MEASURES:** Includes the DBE group(s) that has not been found in Metro's Disparity Study to have significant statistical disparity and cannot be counted toward the RC DBE contract goal; however, will be counted as RN DBE participation.

Participation by all DBE groups will be tracked and reported to meet Metro's overall DBE goal.

**203**     **DBE COMMITMENT:** The level of DBE participation, which the Contractor commits to at the time of contract award, is the commitment of record and is included in the Special Provision section of the contract. DBE participation will be monitored and enforced through the life of the contract.

**204**     **COMMERCIALLY USEFUL FUNCTION (CUF):** A commercially useful function is performed when the business is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved. To perform a commercially useful function, the company must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) the material and paying for the material itself. To determine whether a company is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount of the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work and other relevant factors.

A DBE prime or subcontractor must perform at least 30% of its listed work with its own workforce or on the basis of normal industry practice, may not subcontract a greater portion of the work than would be expected. On-site CUF Reviews will determine whether the DBE is actively performing, managing, and supervising the contracted scope of work. It shall employ a labor force which is separate and apart from that employed by the prime, and which is independently recruited by the DBE in accordance with standard industry practice.

**205**     **VIOLATION OF COMMERCIAL USEFUL FUNCTION:** If an investigation reveals that there has been a violation of the CUF provisions, that portion of the work found to be in violation will not be credited toward the DBE commitment for the contract. Expenditures to a DBE subcontractor or supplier will count toward DBE commitment only if the DBE subcontractor or supplier performs a commercial useful function.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, Metro must presume that the DBE firm is not engaged in performing a commercially useful function. The presumption that arises can be rebutted

within 15 days. Metro's decisions on CUF matters are administratively final and may not be appealed to DOT.

- 206 DBE'S WORK FORCE:** The DBE shall solicit, hire, place on its payroll, direct, and control all workers performing work under its contract. The DBE owner or its superintendent shall, on a full-time basis, supervise and control the work of the contract. The DBE may with the prior written consent of Metro augment its work force with personnel of another firm. Metro shall approve the request in writing only when specialized skills are required and the use of such personnel is for a limited time period.

The DBE's utilization of labor, supervisory personnel, equipment and material in the performance of the subcontract must be consistent with industry standards and demonstrate that the DBE (and not some other business entity) is actually performing the contracted scope of work. A DBE does not perform a CUF when it associates too closely with another business entity's work force, including the use of equipment or materials.

- 207 COUNTING DBE PARTICIPATION:** Metro is only able to count toward the achievement of the Contractor's commitment percentage(s) the value of payments made for CUF work actually performed by DBE firms during the performance of the Contract. There will be no credit for DBE work performed by a non-DBE prime or subcontractor. Metro and the Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- A. DBE as the Prime Contractor:** 100% DBE credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies and materials, for a construction contract, obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliates). When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE contract goal(s).
- B. DBE as a Joint Venture Contractor:** 100% credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- C. DBE as a Subcontractor:** 100% credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the contract goal.
- D. DBE as a Material Supplier or Broker:**
1. 60% credit for the cost of the materials or supplies purchased from a DBE regular dealer.



2. 100% credit for the cost of materials or supplies obtained from a DBE manufacturer.
3. 100% credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

**E. DBE as a Trucker:** 100% credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed and insured by the DBE must be used on the contract. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. DBE credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company. Metro uses the following six (6) factors in determining whether to count expenditures to a DBE trucking firm, to determine if it is performing a commercially useful function:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
2. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases the trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a non-DBE, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. For the purposes of determining whether a DBE trucking company is performing a commercially useful function, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

**208 CHANGES IN WORK LISTED TO DBE FIRMS:** If Metro or the Contractor proposes changes for work contracted to a DBE firm(s), the Contractor is required to notify the DBE firm in writing within ten (10) working days prior to execution of the proposed change, reduction, or deletion of any work listed at time of contract award or after contract award. The dollar amount of changes or any other contract modification, change order, or provisions sums that increase or decrease the work listed to a DBE firm(s) will be commensurately added to or subcontracted from the total contract

amount used to compute actual dollars paid to DBEs. Failure to comply with Section 207 will be cause for non-compliance and assessment of administrative sanctions.

## **SECTION 300 ADMINISTRATIVE REQUIREMENTS**

**300 DBE STANDARDS:** The Contractor shall ensure that DBEs it has committed to in its bid have a level playing field to successfully perform their contract responsibilities and further commits to meet the DBE Goal of Record for the contract. These efforts should include but are not limited to the following:

- A. Negotiate in good faith to attempt to finalize subcontract and supply agreements with DBEs listed in its bid.
- B. Continue to provide assistance to DBE subcontractors or DBE suppliers in obtaining bonding, lines of credit, or other capital financing through referral to the DOT Bond Assistance Program (800) 532-1169.
- C. Issue the DBE(s) a written notice of any potential problem and provide a reasonable time frame for the DBE to remedy the problem. The Contractor shall, concurrently with the issuance of the notice to the DBE, send a copy of the notice by First Class mail, postage prepaid, to the Diversity & Economic Opportunity Department (DEOD). In instances where the DBE fails to remedy the problems identified in the notice, the Contractor shall within sixty (60) days of the first written notice to the DBE firm, take the steps outlined in Section 5.0 RESOLUTION OF DISPUTES BETWEEN CONTRACTOR AND (DBE) SUBCONTRACTORS, prior to formally requesting approval from the Authority to substitute a DBE. Failure to comply with this section will be cause for non-compliance and assessment of administrative sanctions.

**301 DBE CERTIFICATION STATUS:** If a subcontractor becomes a certified DBE during the life of the contract, the Contractor shall notify DEOD in writing with the date of certification to be counted toward the Contractor's DBE commitment subject to compliance with the substitution and addition requirements, if applicable. The Prime and DBE firm shall notify Metro of any change to its certification status. If a DBE firm's ineligibility is removed, the Prime and DBE firms shall notify Metro. The counting of DBE firm participation if deemed ineligible will be determined based on 49CFR26.87.

**302 DBE DECERTIFICATION:** Contracts executed prior to the decertification of the DBE shall remain undisturbed. Neither the prime contract nor the subcontract shall be subject to cancellation because of the decertification, provided there is no culpability on the part of either the prime contractor or the subcontractor that led to the decertification. The prime contractor for whom the decertified DBE is working receives credit toward the project goal provided the prime contractor acted in good faith in relying on Metro's certification of the firm. However, if the decertified DBE were also found not to have performed a commercially useful function, no credit is to be made to the project goal or Metro's overall goal. The contractor shall promptly replace decertified firms with DBE in accordance with guidelines herein.

## SECTION 400 - CONTRACT COMPLIANCE MONITORING

- 401    REVIEW AND MONITORING SYSTEM:** This section describes the review and monitoring system to ensure that all contractors, subcontractors, consultants, vendors, suppliers, dealers, brokers and other sources, and all Metro departments comply with the DBE requirements and all other contract provisions related to DBE participation.

Non-compliance by the Contractor with the DBE contract requirements or federal regulations constitutes a breach of contract, and requires, at a minimum, a written explanation and documented description of the contractor's good faith efforts (GFE). Failure to comply may result in: (1) mandatory participation in a DBE Program Training Session, reviewing the performance, accountability, record keeping and reporting aspects of the DBE Program, and/or (2) termination of the contract, and/or (3) administrative sanctions, and/or (4) other appropriate remedies.

- 402    CREATE A LEVEL PLAYING FIELD OF OPPORTUNITY TO PARTICIPATE:**

The Contractor shall ensure that DBEs have a level playing field to successfully perform the responsibilities of their contract in order to meet its DBE contract commitment. These efforts include, but are not limited to the following:

- A. Negotiate in good faith to attempt to finalize subcontract and supply agreements with DBEs listed in its bid.
- B. Continue to provide assistance to DBE Subcontractors or Suppliers in obtaining bonding, lines of credit, or other capital financing through referral to the DOT Bond Assistance Program (800) 532-1169.
- C. Contractors who failed to meet the DBE goals established for the contract, but who were determined by Metro to have fulfilled the good faith effort requirements to meet the goal, shall make additional documented efforts to seek out and utilize additional first-tier DBE Subcontractors and Suppliers to increase DBE participation, during the life of the contract.
- D. Contractor shall immediately inform DEOD of any problems anticipated or concerns in achieving the DBE commitment agreed upon at the time of award.
- E. Issue the DBE(s) a written Cure Notice of any potential problem and provide a reasonable time frame for the DBE to cure the problem. The Contractor shall, concurrently with the issuance of the Cure Notice to the DBE, send a copy of the Cure Notice by First Class mail, postage prepaid, to the assigned Contract Compliance Officer, DEOD Contract Compliance Manager and to the Contract Administrator. In instances where the DBE fails to cure, the Contractor is then obligated to take the steps outlined in the section herein RESOLUTION OF DBE DISPUTES BETWEEN CONTRACTOR AND DBE SUBCONTRACTORS before formally requesting approval from Metro to substitute a DBE.

- 403    PRE-CONSTRUCTION (KICK-OFF) MEETING:** Both the Contractor and the Subcontractor(s) or a representative of each firm shall attend the kick-off meeting concerning DBE requirements and other matters, prior to or immediately after Notice to Proceed is issued. The Contractor shall be responsible for informing the Subcontractors of all DBE requirements as specified by Metro herein.

## 404 **CONTRACT COMPLIANCE SUBMITTALS – REPORTING DBE PARTICIPATION**

- A. SUMMARY OF CONTRACTORS PAID REPORT (Form 103):** Contractor shall submit timely and complete monthly progress reports of DBE utilization to the Diversity & Economic Opportunity Department (DEOD) the FORM 103, SUMMARY OF SUBCONTRACTORS PAID REPORT. These reports shall include information through the end of the previous month. Failure to submit the FORM 103 reports by the 15th of each month, or cure delinquent reports, shall result in the imposition of a penalty of \$1,000 per day for each report overdue.

The FORM 103, SUMMARY OF SUBCONTRACTORS PAID REPORT, includes the following information:

1. Name, address and phone number of each DBE Subcontractor.
2. General work assignment of each DBE Subcontractor.
3. The specific portion of work executed by each DBE Subcontractor during the reporting period.
4. The dollars committed to each DBE Subcontractor.
5. The dollars paid to each DBE Subcontractor during the reporting period.
6. The dollars paid to date for each DBE Subcontractor.
7. The dollars paid to the DBE as a result of a change order or other cost modification.
8. The dollars paid to date as a percentage of the total commitment to each DBE.
9. Date of last progress payment
10. Invoice amount and Invoice Date
11. Invoice number corresponding to last payment to subcontractor
12. Task Order/Contract Work Order number and amount. (If applicable)

- B. CONTRACTOR MONTHLY DBE PROGRESS REPORT (Design/Build Only):** The Contractor shall submit timely and complete monthly progress report summarizing the overall status of commitments to DBE firms, attainments to DBE firms, and prompt payment/retainage counts to all firms (DBE and non-DBE firms) performing on this contract.

The monthly progress report shall be submitted to Metro by the 15<sup>th</sup> day following the reporting month. The monthly report shall provide, at a minimum, the following information:

1. General Contract Value Information - The following general contract value information must be provided:
  - a. Original Contract Amount
  - b. Running Total of Change Order Amount
  - c. Current Contract Amount
  - d. Amount Paid to Contractor during Month
  - e. Amount Paid to Contractor Inception to Date
  - f. DBE Contract Goal
  - g. Total Dollar Amount of DBE Commitment
  - h. DBE Commitment as Percentage of Current Contract Amount

2. Contractor/Subcontractor information – The following general information shall be prepared for the Contractor and each subcontractor (at every tier level): Name, address, phone, DBE status, contact person, contractor(s), name, date contract agreement signed, scope of work, anticipated first date of performance and anticipated last date of performance
3. SUPPLEMENTAL REPORTS (Design/Build Only): The Prime Contractor shall submit, each month (or other such time as the DEO, may choose), the below compliance reports. Metro has developed a series of forms that may be adopted by the Contractor to meet this requirement or the Contractor may develop its own report format and present to Metro for approval and use to meet the supplemental report requirements:
  - a. The Prime Contractor's DBE Attainment and Commitment Report for the month listing its immediate subcontractors and the DBE Attainment and Commitment Tally Sheets from each subcontractor subcontracting at each tier listing their immediate subcontractors, to the Contract Compliance Officer, documenting DBE and Non-DBE participation expected for the month;
  - b. The Prime Contractor's "Prompt Payment" Report listing its immediate subcontractors and the "Prompt Payment" activity from each subcontractor subcontracting at each tier listing their immediate subcontractors, to the Contract Compliance Officer, documenting the status of each subcontractor's retainage account with the Prime Contractor engaged in subcontracting and their compliance with the return of the retainage regulations.
  - c. The Prime Contractor's "Prompt Payment and Retainage" Report for the month (or such time period as the DEOD may choose), listing its immediate subcontractors and the prompt payment and retainage activity from each subcontractor (at any tier).
  - d. DBE Trucking Verification Report by the fifth (5th) day of each month, for the preceding month's trucking activity. The Contractor shall submit documentation showing the amount paid to DBE trucking companies listed to perform on the contract. This monthly documentation shall indicate the portion of revenue paid to DBE trucking companies which is claimed toward DBE participation. The Contractor shall also obtain and submit documentation to the DEOD showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks.
  - e. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that the amount of credit claimed toward DBE participation conforms with Section 207.

The Contractor shall also obtain and submit documentation showing the truck number, owner's name, California Highway Patrol CA number and if applicable, the DBE certification letter of the owner of the truck for all trucks used during that month for which DBE participation will be claimed. The Contractor shall promptly pay DBE trucking companies in accordance with the prompt payment provisions prescribed in herein.

**C. MONTHLY EXPENDITURE PLAN (CONSTRUCTION PROJECTS ONLY):**

A monthly expenditure plan in calendar form for each of its approved DBE Subcontractors/Suppliers shall be submitted 14 working days after the Contractor executes a contract or purchase order with Metro. The planned expenditures shall equal the dollars committed to each DBE Subcontractor/Supplier and shall be developed according to the approved project schedule.

The plan shall be updated to incorporate any schedule changes and executed Changed Notices and Work Authorization Change Notices affecting the DBE's work. The original plan must be approved and each revision must be approved by the, "Construction Manager's Resident Engineer," prior to being submitted to the assigned Contract Compliance Officer and the Contract Administrator. Revised plans shall be submitted within 30 days from the incorporation of the change.

**D. EXECUTED DBE SUBCONTRACT AGREEMENTS:** The Contractor shall submit copies of all executed DBE subcontract agreements and/or DBE purchase orders (PO) within 14 working days after the Contractor executes their contract or PO with Metro. Failure to comply with this section will be cause for non-compliance and assessment of administrative sanctions, and may include, imposing a special assessment against the Contractor.

The DBE subcontract or PO should be sent to the attention of the assigned Contract Compliance Officer. The Contractor shall incorporate the DBE Program document and this DBE Contract Compliance Manual into each PO and into each Subcontract issued under this DOT-assisted contract and each subcontractor, consultant, dealer, broker, vendor or other source shall agree to the terms and conditions. The Contractor shall immediately notify DEOD in writing, within the 14-day timeframe mentioned above, of any problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time. Failure to notify DEOD may deem the Contractor in non-compliance with this requirement.

The Contractor shall include the following language verbatim in each subcontract agreement the Contractor signs with a DBE subcontractor:

**1. Contract Assurance:**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**Enforcement:** If a contractor or subcontractor fail or refuse to include the contract assurances verbatim in all DOT-assisted contracts, subcontracts and/or purchase orders agreements, MTA may impose penalties and administrative sanctions for non-compliance as contained in Section 800.

2. Prompt Payment: (Required in all DBE and non-DBE subcontract agreements)

- a. Pursuant to 49 Code of Federal Regulations (CFR) Part 26 and the California Business and Professions Code Section 7108.5, the Contractor shall pay each subcontractor under this contract for satisfactory performance of its Work no later than to 7 days after receipt of each Progress Payment received from Metro. Any delay or postponement of payment from the above referenced time may occur only for good cause, and only upon prior written approval by Metro.
- b. This clause applies to both DBE and non-DBE. For the purpose of this section, a subcontractor's work is satisfactorily completed when the Contractor certifies to Metro that all the tasks called in the subcontract have been satisfactorily accomplished and that the
- c. (The above language is to be used verbatim, pursuant to federal regulations.)
- d. After an investigation, if it is determined that the contractor is in non-compliance with prompt payment provisions, the contractor will receive written details of this deficiency. If additional clarification is required, the contractor must respond to the request within five (5) working days.

**E. PROMPT PAYMENT, RETAINAGE AND RETENTION:** Contractor is referred to the General Terms and Conditions concerning Prompt Payment to Subcontractors and Prompt Payment of Withheld Funds to Subcontractors.

The Contractor shall incorporate the Prompt Payment Clause and Retention Clause, set forth above, in all subcontract, broker, dealer, vendor, supplier or PO or other source agreements issued to both DBE and Non-DBE firms. Contractor shall include a prompt payment and retention clause in all DBE and non-DBE subcontracts.

Enforcement: If Metro determines that the prime contractor has failed to (1) include prompt payment language verbatim, (2) promptly pay its subcontractors, or (3) promptly release Retainage, Metro shall give written notice to the Contractor and the Contractor's Surety that, if the default is not remedied within a specified period of time (at least 5 days), the contract may be terminated. The Contract may be terminated for cause in accordance with the Contract Article entitled TERMINATION FOR DEFAULT. Metro shall also impose penalties and sanctions for non-compliance with the DBE Program as referenced in Section 800 and other requirements of State law.

**F. PROMPT PAYMENT OF RETENTION:** Contractor shall promptly release retention to Subcontractors (Required in all DBE and non-DBE subcontract agreements verbatim):

With respect to retention that Metro withholds from the Contractor, Metro shall make prompt and regular incremental inspection(s) and upon approval of the Contractor's work at various stages of the Project, Metro shall pay a percentage of retention to the Contractor. The Contractor shall, within 7 days after Metro has made such payment, promptly pay all retention owed to Subcontractor(s) who has satisfactorily completed all of its work and whose work is covered by Metro inspection(s) and approval(s).

For the purposes of this section, a subcontractor's work is satisfactorily completed when the Contractor certifies to Metro that all the tasks called for in the subcontract have been satisfactorily accomplished and that subcontractor's retention may now be paid. Any delay or postponement of prompt release of retention beyond the 7-day time limit shall be for good cause, and only upon prior written approval by Metro. (The above language is to be used verbatim, pursuant to federal regulations.)

**G. FINAL REPORTING:** Contractor shall submit to Metro, along with invoice for final payment, a signed and notarized statement that the Contractor will pay all outstanding payments including retention 7 days after it receives final payment from Metro. Please see General Terms and Conditions concerning "Prompt Payment to Subcontractors and Prompt Payment of Withheld Funds to Subcontractors." The Contractor shall submit the final Form 103 report within 14 calendar days of final payment.

**H. FAILURE TO COMPLY:** If it is determined that the contractor is non-compliant with prompt payment provisions, the contractor will receive written details of this deficiency. If additional clarification is required, the contractor must respond to the request within five (5) working days. Failure to comply may result in the assessment of appropriate administrative sanctions and/or penalties.

#### Assessment for DBE Non-Compliance

If the Contractor fails to comply with the DBE Program requirements, contract payments shall be reduced by one or more of the following methods:

- a. A penalty of five thousand dollars (\$5,000) per day, from the date the Contractor is determined to be in non-compliance with the DBE Program requirements until compliance is determined.
- b. Penalties of ten percent (10%) of the total contract value, including any approved change orders, for failure to meet DBE commitments or to demonstrate good faith efforts.
- c. Penalties may be deducted from payments due the Contractor, from any funds retained.

#### 1. Dispute Resolution:

The Contractor must include in its DBE Subcontract Agreement(s) the Dispute Resolution provisions in Section 5.0 of the Contract Compliance Manual (Federal) for disputes arising out of or related to this contract between Contractor and any lower tier Subcontractors which cannot be settled by discussions between the parties involved. The Contractor and Subcontractor, in the event of a dispute to their contract, agree to proceed through informal meetings, mediation, or arbitration, or any combination thereof.

#### 2. Equal Employment Opportunity (EEO) Policy Statement:

- a. Contractor shall submit a copy of its EEO Policy Statement. Each construction contractor is covered under Executive Order 11246, as



amended if the contract amount exceeds \$10,000 and must submit a copy of its Equal Employment Opportunity (EEO) Policy. The EEO policy must also be included in the Contractor's subcontracts. The policy shall state that the contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices covering all provisions of this nondiscrimination clause.

- b. The construction contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

## **SECTION 500 - RESOLUTION OF DISPUTES BETWEEN METRO CONTRACTOR AND SUBCONTRACTORS**

Disputes between the Contractor and any lower tier DBE subcontractors, which cannot be settled by discussions between the parties involved, shall be settled as described herein. Contractor shall notify Metro of such dispute within ten 10 days of failure to resolve through written cure notice process described above.

These provisions shall not apply to disputes between the Contractor and Metro. These provisions do not alter in any way or waive compliance with any provisions in Section GC36 "Submittal of Claims" included in the Contract Documents.

The Contractor and Subcontractors shall include the dispute resolution provision in their contract. Both parties shall agree to proceed through informal meetings, mediation, or arbitration, or any combination thereof. Dispute submittals shall include terms and timeframes and the service or assistance to be employed.

### **501 Informal Meetings**

The Diversity and Economic Opportunity Department will coordinate informal meeting requests, to assist in the resolution of disputes between Contractor and subcontractor. The assigned Diversity and Economic Opportunity Representative will conduct the informal meetings with parties in dispute. All parties must agree to the procedure.

### **502 Mediation**

The parties to a contract may agree to endeavor to settle a dispute through informal mediation under independent third party organizations. Metro's Diversity and Economic

Opportunity Department is considered an independent third party. Submission to informal mediation is voluntary; is not binding and offers advisory opinions.

### **503 Arbitration**

Should the parties fail to resolve any DBE related dispute arising out of or related to the contract via informal meetings or mediation, the parties are contractually obligated to submit the claims for arbitration within 120 days from date Metro is notified of dispute. Arbitration conducted pursuant to the contract shall be binding upon all parties to the arbitration. All arbitration is to be conducted in a manner consistent with section 1020 et seq. of the Public Contract Code and Section 1296 of Code of Civil Procedure.

Available mediation and arbitration services include:

The American Arbitration Association (213) 383-6516  
Dispute Resolution Center (818) 793-7174

The Contractor shall incorporate this Section into each DBE subcontract related to work arising under this contract and shall not incorporate by reference.

Only when resolution of DBE disputes attempted through informal meetings, mediation, and/or arbitration has failed may the Contractor formally request substitution of a DBE subcontractor.

### **504 Timeliness**

Should the parties proceed to arbitration, moneys due, if any, shall be placed in a trust account. Such funds shall be released to the appropriate party within five (5) working days of a determination being issued by the arbitrator.

NOTE: Arbitration findings are binding upon the parties. However, the findings do not in any way relieve the contractor of its obligation to meet the DBE goals.

## **SECTION 600 - ADDING OR SUBSTITUTING OR TERMINATING A DBE**

Contractors shall obtain written approval from DEOD prior to adding, substituting, or terminating DBE subcontractors.

### **601 Adding DBE Subcontractors**

If contractors determine that there are additional opportunities for DBEs not originally listed, they may exercise good faith efforts by requesting to add DBE firm(s) to their contract. Metro shall authorize the addition of DBE subcontractor(s) for credit toward the contract commitment upon verification of certification. Written requests must be submitted to DEOD and Contract Administration for approval, prior to any start of work. This request must include scope of work, dollar amount, period of performance, and a DBE certification letter.

After formal approval by Metro, the contractor may add the subcontractor to the Form 103 and must provide a copy of the Subcontract Agreement.

## 602 Substituting or Terminating DBE Subcontractors

Pursuant to 49 Code of Federal Regulations (CFR) Part 26 and the California Public Contract Code Section 4100, no contractor at any tier may terminate a DBE subcontractor for convenience and then perform that work with its own workforce or that of its affiliate. The contractor is directed to employ the dispute resolution process herein, with its subcontractor on dispute matters, prior to submitting a request for substitution or termination. The contractor shall include in its written request to substitute or terminate documentation of results of the dispute resolution process. The contractor shall provide written request to DEOD to substitute a DBE subcontractor for good cause.

- A. Metro shall only authorize the substitution of a subcontractor for one or more of the following reasons:
1. The listed DBE, after having had a reasonable opportunity, fails or refuses to execute a written contract.
  2. The listed DBE becomes bankrupt or has credit unworthiness.
  3. The listed DBE fails or refuses to perform his subcontract with normal industry standard.
  4. The listed DBE subcontractor, after having had a reasonable opportunity, fails or refuses to meet the contractor's non-discriminatory bond requirements.
  5. The prime contractor demonstrates to Metro, pursuant to Public Contract Code, Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.
  6. The listed subcontractor is not licensed pursuant to the Contractors License Law.
  7. It was determined that the work performed by the listed subcontractor is substantially unsatisfactory and is not in accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work
  8. The DBE is ineligible to work because of suspension and debarment.
  9. It has been determined that the DBE is not a responsible contractor.
  10. The DBE voluntarily withdraws, with written notification, from the contract.
  11. The DBE is ineligible to receive credit for the type of work required.
  12. The DBE owner dies or becomes disabled resulting in the inability to perform the work on the contract.
  13. Other documented compelling reasons.
- B. DEOD shall send written notice to the listed DBE subcontractor of the Contractor's request for substitution, including the reasons for the request. The DBE subcontractor shall have five (5) working days to submit written objections to the substitution to DEOD. Failure to respond to a written objection may constitute the listed DBE subcontractor's consent for substitution.

Contractor(s) shall replace a DBE subcontractor with another DBE firm, after following dispute resolution procedures, pursuant to the provisions of the California Public Contracts Code.

- C. If written objections are filed by a DBE subcontractor, Metro shall give written notification within at least five (5) working days, to the prime contractor and the listed subcontractor of an informal mediation regarding the request for substitution. The

subcontractor may also request a hearing on the matter as provided in the Public Contract Code, Section 4107.5.

- D. If no written objections are filed by the DBE subcontractor, the prime's request to substitute shall be approved. A new DBE listing shall include the commitment amount and the type of work covered by each Subcontractor. All substitutions and additions are subject to Metro's approval.
- E. If substitution with another DBE firm is not viable, the Contractor shall submit a written request for a substitution with a non-DBE. This request must include documentation of good faith efforts demonstrating the contractor's attempt to substitute the DBE firm with another DBE firm for Metro's review and approval.

The Contractor shall obtain the written consent prior to making any substitutions. If adding DBE firms for credit toward the goal, verification of certification is required prior to receiving credit toward the contract specific goal. DBEs must be certified at the time of the substitution or addition.

Failure to comply with this or any other DBE requirement may result in assessment of appropriate administrative sanctions.

## **SECTION 700 - GOAL ATTAINMENT DURING LIFE OF CONTRACT**

- A. The Contractor shall not make any falsification of a Subcontract as to Subcontractor's name, Subcontract amount and/or actual work to be performed by DBE firms.
- B. The Contractor shall utilize DBEs according to the participation levels committed to at the time of contract award, and demonstrate an adequate and positive good faith effort to do so throughout the life of the contract.
- C. The dollar amount of Change Orders, contract modifications, or provisions sums for design, construction, O&M that increase or decrease the scope of work committed to DBEs shall be commensurately added to or subtracted from the total contract amount used to compute actual dollars paid to DBEs regardless of who performed the work.
- D. All contract amounts revised as a consequence of a Change Order, contract modification or provisional sums shall be reflected in the Contractor's monthly referenced herein in Diversity and Economic Opportunity Submittals, herein.
- E. All submittal forms, containing any contract value, revised as a consequence of a Change Order, contract modification, provisional sums shall be accompanied with copy of relevant support documentation.
- F. The Contractor shall submit the final DBE report within fourteen (14) calendar days of final payment, retention and acceptance of the contract work by the Metro as prescribed in Section 3.6.
- G. Listed first-tier subcontractors shall enter into subcontract agreements with the Contractor within the specified time frame of fourteen (14) working days following

NTP. Failure to execute subcontract agreements in a timely manner shall be considered a violation of the DBE Program requirements.

- H. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- I. When a DBE performs in a joint venture, only the percentage of the DBE joint venture is eligible for credit. Work must be performed by the DBE's own work forces.
- J. Failure to adhere to any of the requirements of this Section shall constitute a breach of contract and may result in the Metro's terminating the contract for default and/or imposing appropriate sanctions as outlined in the section entitled Remedies for Breach of DBE Requirements.

## **SECTION 800 - SANCTIONS FOR VIOLATIONS**

### **A. Failure to Comply**

- 1. Failure to adhere to any of the DBE Program requirements shall constitute a breach of contract and may result in Metro terminating the contract for default and/or imposition of appropriate sanctions as outlined in this section.
- 2. Staff shall review the contractor's monthly progress reports to determine whether the utilization of DBE firms is consistent with the contractor's commitment at the time of contract award.
- 3. Failure to utilize a DBE as listed toward the goal is a breach of contract and may result in the imposition of administrative sanction.
- 4. If it is determined that the Contractor's DBE utilization is not consistent with the commitment, the contractor shall be required to submit written evidence of its good faith efforts (GFE) within ten (10) working days. For failure to respond, the contractor will be deemed non-compliant and subject to administrative sanctions.
- 5. If it is determined that the contractor's good faith efforts documentation is acceptable, the contractor shall be deemed to be in compliance with the requirements of the DBE program.
- 6. If it is determined that the contractor's good faith efforts documentation is not acceptable, the contractor will receive written details of any deficiencies. If additional clarification is required, the contractor must respond to the request within five (5) working days. Failure to comply may result in the assessment of appropriate administrative sanctions and/or penalties.
- 7. If it is determined that the contractor is in non-compliance with prompt payment provisions, the contractor will receive written details of this deficiency. If additional clarification is required, the contractor must respond to the request within five (5) working days. Failure to comply may result in the assessment of appropriate administrative sanctions and/or penalties.

## B. Remedies for Breach of DBE Requirements

Contractor(s) found in violation of Metro's DBE program requirements, during the performance of the contract, shall be required to "correct" its deficiency or be subject to the Administrative Sanctions listed in this Section. Being subject to appropriate administrative remedies or sanctions does not preclude Metro from invoking other contract and/or legal remedies available under federal, state or local law

## C. Appropriate Administrative Remedies

Appropriate administrative remedies will be imposed on Contractors deemed non-compliant to the DBE Program requirements. Contractors' failure to provide documentation of good faith efforts, as requested, will also be subject to appropriate administrative remedies. Contractor notifications shall be made by certified mail.

The appropriate administrative remedies shall include, but is not limited to the following:

1. Mandatory DBE Training Session(s) for Contractor(s) found in violation of DBE program requirements (DBE Training will be coordinated by DEOD, and all associated expenses, including, but not limited to, travel, lodging, meals and etc., will be the responsibility of the Contractor.)
2. Penalties as described in the, "Assessment for DBE Non-Compliance," (referenced in Sub-Section D)
3. Suspension of payment(s) to the Contractor Metro
4. Termination of the Contract for default.
5. Debarment (29 CFR 5.6).

## D. Assessment for DBE Non-Compliance

If the Contractor fails to comply with the DBE Program requirements, contract payments shall be reduced by one or more of the following methods:

1. A penalty of five thousand dollars (\$5,000) per day, from the date the Contractor is determined to be in non-compliance with the DBE Program requirements until compliance is determined.
2. Penalties of ten percent (10%) of the total contract value, including any approved change orders, for failure to meet DBE commitments or to demonstrate good faith efforts.
3. Penalties may be deducted from payments due the Contractor, from any funds retained.

#### E. Appeal of Sanction Determination

The Contractor shall be given ten (10) working days from the date of the notice to file a written appeal with the Director of Diversity and Economic Opportunity or his/her designee. Failure to respond within the ten (10) day period shall constitute a waiver of the Contractor's right to appeal. If the Contractor files an appeal, the Director of Diversity and Economic Opportunity, or his/her designee, shall issue a written recommendation within ten (10) working days of receipt of the written appeal.

If, after review of the Contractor's appeal, the Director of Diversity and Economic Opportunity or his/her designee decides to uphold the decision to impose administrative sanctions on the Contractor, the written recommendation shall state the specific sanction(s) to be imposed and inform the Contractor of its right to a hearing on the merits.

#### F. Contractor's Right to a Hearing

After receipt of the notice of administrative sanction, The Contractor shall be given ten (10) working days from the date of the written recommendation to file a written request for a hearing. Failure to respond within the ten (10) day period shall constitute a waiver of the Contractor's right to a hearing.

The Director of Diversity and Economic Opportunity Department, shall issue a written final determination within five (5) working days of the hearing. There shall be no right of appeal to the final decision.

## APPENDIX A – DIVERSITY AND ECONOMIC OPPORTUNITY MANUAL (FEDERAL) DEFINITIONS

Change Order (CO): A written order by Metro's Contracting Officer directing Changed Work.

Changed Work (or Change): Changed Work is directed by Metro by a Change Order or is agreed to by the parties in an amendment or modification. Changed work includes work that does not involve an adjustment in the contract price and/or contract time; does not include work performed or time spent by contractor to correct any deficiency, additions, deletions or other revisions to the work within the general scope of the contract.

Commercially Useful Function: work performed by a DBE firm in a particular transaction that in light of industry practices and other relevant considerations, has a necessary and useful role and the firm's role is not a superfluous step added in an attempt to obtain credit toward goals. If, in Metro's judgment, the firm (even though an eligible DBE) does not perform a commercially useful function in the transaction, no credit toward the goal may be awarded.

Contractor: The individual, firm, partnership, corporation, joint venture, or combination thereof, which may also be referred to by the term "it", that has entered into the contract with Metro. Includes contractors, successors, employees, officers, contractors' representatives, and agents. Context may also include subcontractors, suppliers and any other persons for whom the contractor may be legally or contractually responsible.

Contracting Opportunity: Any decision by Metro or its contractors to institute a procurement action to obtain a product or service commercially (as opposed to intergovernmental actions).

Department: Functional unit of Metro responsible for management and administration of specific projects included within the capital and operating budget.

Directory of Certified Firms: List of Certified Firms used by Metro and its contractors to identify potential DBE subcontractors and suppliers.

Disadvantaged Business Enterprise (DBE):

A for-profit small business, owned and controlled by socially and economically disadvantaged individuals, as defined in 49 CFR, Part 26.

- (1) At least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals
- (2) Appropriate to the type of work the DBE seeks to perform in DOT-assisted contracts and has average annual gross receipts as defined by SBA regulations found at 13 CFR 121.402 over the previous three years, and does not exceed \$21.4 million
- (3) Personal net worth does not exceed \$1.32 million
- (4) An independent business whose management and daily operations are controlled by one or more of the socially and economically disadvantaged individuals who own it



DOT Assisted Contract: Any contract or modification of a contract between Metro and a contractor which is paid for in whole or in part with DOT financial assistance.

FHWA: Federal Highway Administration, an operating administration, of the U.S. Department of Transportation

FTA: Federal Transit Administration, an operating administration, of the U.S. Department of Transportation.

Metro: The Los Angeles County Metropolitan Transportation Authority

Manufacturer: Means a business that operates, or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.

Metro Rail Project: The design, engineering and construction of the high-capacity, high-speed conventional rapid rail system, currently proposed as an 18 mile subway system with multi-car trains, steel rails and at least 16 stations serving the Los Angeles' Regional Core.

Non-Compliance: The condition existing when a contractor has failed to implement or meet the requirements of 49 CFR 26, as amended or Metro policy or procedure pertaining to DBE participation.

Payroll Form: The State of California WH 347 Dept. of Transportation form for completing the Contractor employee's number of hours worked, hourly rate of pay, employee's classification, name, SSN, address, and fringe benefits paid, etc.

Pre-Bid/Construction Conference: A meeting held by Metro after award of contract on a particular construction project, but prior to the beginning of any work, at which the prime contractor is advised of its federal compliance obligations and any final technical requirements.

Pre-Bid/Pre-Proposal Conference: A meeting held by Metro prior to the bid/proposal closing date of a particular project, at which prospective bidders/proposers are advised of Metro specification requirements which include DBE provisions.

Professional/Technical Services Contract: Contracts for the professional and technical services of accountants, architects, engineers, landscape architects, lawyers, planners, surveyors, title companies, urban designers, appraisers, option negotiators, and other persons performing similar services for the Metro.

Public Works Contract: Contracts for the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Secretary: The Secretary of U.S. Department of Transportation or any person whom he/she has designated to act for him/her.

Small Business Diversity Section: The staff that oversees and monitors labor standards activities for applicability to the State of California Labor Code and, where applicable, Title 8 of the California code of Regulations.

State: State of California.

Statement of Compliance: The statement on the back of Payroll Form WH 347, whereby the Contractor declares how the fringes are paid whether by cash or through a bona fide fringe program.

Subcontract: Any contract, including contracts of any tier, to furnish Work, Goods or Equipment between the Contractor and/or any Subcontractor or Supplier.

Subcontractor: Any individual, firm, partnership, corporation, joint venture, or combination thereof, other than employees of the Contractor that enters into a legal agreement with the Contractor or any Subcontractor to furnish Work, Construction Equipment or Goods. Unless otherwise specified, Subcontractor includes a Subcontractor of any tier.

U.S. Department of Transportation Regulation (49 CFR Part 26):

Federal rules and regulations published in the Federal Register dated February 2, 1999; as amended by the Department of Transportation, Office of the Secretary; entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," and codified at Title 49, Code of Federal Regulations, Part 26.

Wages: The basic hourly rate of pay, any contribution made pursuant to, or cost anticipated to provide, a bona fide fringe benefit plan, fund or program.

## APPENDIX B - DBE FORMS

PROMPT PAYMENT HISTORY (DBE and Non-DBE Subcontractors)										Form 102 (Please Type)
Reporting Period (Month/Yr)				-						
Report No.				-						
Contract No.										
Project Name										
<b>Prime Contractor:</b>										
<b>List <u>All</u> Subcontractors Performing On The Project</b>										
DBE Subs	Prime's Invoice #	Date when Metro Paid Prime	Actual Date when Sub is Paid	Check Number	Check Date	Sub's Invoice #	Sub's Invoice Amount	Disputed Amount	Check Amount (Total Paid to Sub)	Explain Disputed Amount / Reason for Non-Payment (Provide Attachment If Needed)
DBE Firm (sample)	201	06/01/13	06/15/13	5555	06/01/13	4001	\$250,500.00		\$250,500.00	
<b>DBE TOTALS</b>							<b>\$ 250,500.00</b>		<b>\$250,500.00</b>	
Non-DBE Subs	Prime's Invoice #	Date when Metro Paid Prime	Actual Date when Sub is Paid	Check Number	Check Date	Sub's Invoice #	Sub's Invoice Amount	Disputed Amount	Check Amount (Total Paid to Sub)	Explain Disputed Amount / Reason for Non-Payment (Provide Attachment If Needed)
Non-DBE Firm (sample)	201	06/01/13	06/15/13	5555	06/01/13	1115	\$650,000.00	\$100,000.00	\$550,000.00	Over-billed
<b>Non-DBE TOTALS</b>							<b>\$650,000.00</b>	<b>\$100,000.00</b>	<b>\$550,000.00</b>	
<b>GRAND TOTAL</b>							<b>\$900,500.00</b>	<b>\$100,000.00</b>	<b>\$800,500.00</b>	
Contractor certifies that the amounts reported on Form 102 were paid to the list of approved DBE and non-DBE subcontractors and all supporting documentation is available for inspection upon request. Contractor shall comply with the Prompt Payment requirement of the referenced contract. Failure to comply with this requirement may result in an administrative sanction. Form 102 is due to the Metro by the 15th of each month. The Prime must report monthly through the term of contract, even if no work was performed during the reporting period.						<b>Authorized Signature</b> _____ <b>Type/Print Name</b> _____ <b>Title</b> _____ <b>Date</b> _____				

**SUMMARY OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBCONTRACTORS PAID REPORT**

**FORM 103**

**Reporting Period (Month/Yr):**

**Page 1**

**Report No:**

1) Project Name:		8) Contract Award Date:		15) Prime Contractor:			
2) Contract No:		9) Original Award Amount:		16) Street Address:			
3) DBE Goal %:		10) Date Last Payment Received From MTA:		17) City, State, Zip:			
4) DBE Commitment %:		11) Current Contract Value:		18) Contact Name/Title:			
5) DBE Attainment %:		12) MTA Payment This Month:		19) Telephone:			
6) DBE Participation %:		13) Total Dollars Paid to-Date to Prime:		20) Email			
7) Project Completion %:		14) Total Dollars Paid To-Date To DBE Subs:		21) Signature:			
<b>22) METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) DBE Subcontractor(s)/Supplier(s)</b>		<b>23) Dollars Paid This Month</b>	<b>24) Dollars Amount Paid-To-Date</b>	<b>25) Type of Work Performed</b>	<b>26) Current Work Status / Comments</b>	<b>27) Original Committed DBE Dollars</b>	<b>28) Dollars +/- Resulting From Change/Mod Order Activity</b>
SUBCONTRACTOR/SUPPLIER #1	<input type="checkbox"/> Race Conscious (RC) <input type="checkbox"/> Race Neutral (RN)						
NAME							
ADDRESS							
PHONE (Area Code)							
EMAIL							
CONTACT							
ETHNICITY/GENDER							
<b>Special Instructions:</b>		The Prime shall make prompt payment of all monies due and owed to DBE and non-DBE firms within 7 business days upon receipt of payment from the Metro as per contract agreement and Prompt Payment Act. Payment of retention shall be made to all DBE and non-DBE subcontractors within 7 days after satisfactory completion of the subcontracted work. The Form 103 is due to the Metro by the 15th of each month and should reflect all payments made to subs through the last day of the previous month. The Prime must report monthly through the term of the contract, even no work was performed during the reporting period. You may send this document by e-mail each month to: DEODForm103su@metro.net. Also, copy the Contract Compliance Officer. The prime is required to utilize Race Conscious (RC) DBE firms. RC DBEs are ethnic groups that have been identified as statistically and significantly underutilized. These groups include: African Americans, Asian Pacific Americans, Native Americans, Hispanic Americans, and Subcontinent Asian Americans.					

**SUMMARY OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBCONTRACTORS PAID REPORT**

**FORM 103**

Reporting Period (Month/Yr) : 

-
---

  
Report No : 

-
---

**Page 2**

**INVOICE PAYMENT HISTORY**

Prime Contractor				Sub/Supplier #1:	Sub/Supplier #2:	Sub/Supplier #3:	Sub/Supplier #4:	
Invoice Number	Invoice Date	Invoice Paid Date	Amount Paid	Amount Paid	Amount Paid	Amount Paid	Amount Paid	Total Invoice
<b>GRAND TOTAL (paid-to-date)</b>								

## SUMMARY OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBCONTRACTORS PAID REPORT

Form 103

Reporting Period (Month/Yr) : -

Page 3

Report No : -

(TASK ORDER/CONTRACT WORK ORDERS)

## TASK ORDER AWARD HISTORY

Prime Contractor				Sub/Supplier #1:	Sub/Supplier #2:	Sub/Supplier #3:	Sub/Supplier #4:	
Task Order/CWO Number/Description	Award Date	Task Order Value	Prime Award Amount	Award Amount	Award Amount	Award Amount	Award Amount	Total Invoice
CWO #1 - Fences	01/01/00	30,000	11,000	1,000	8,000	10,000		<b>\$30,000.00</b>
CWO #2 - Pavement	02/01/00	50,000	20,000		20,000	10,000		<b>\$50,000.00</b>
CWO #3 - Structure	03/01/00	45,000	35,000			10,000		<b>\$45,000.00</b>
<b>GRAND TOTAL (paid-to-date)</b>		<b>\$125,000.00</b>	<b>\$66,000.00</b>	<b>\$1,000.00</b>	<b>\$28,000.00</b>	<b>\$22,000.00</b>		<b>\$125,000.00</b>

**SUMMARY OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBCONTRACTORS PAID REPORT**

**FORM 103**

Reporting Period (Month/Yr) : 

-
---

Page 4

Report No : 

-
---

**(TASK ORDER/CONTRACT WORK ORDERS)**

**TASK ORDER PAYMENT HISTORY**

Prime Contractor				Sub/Supplier #1:	Sub/Supplier #2:	Sub/Supplier #3:	Sub/Supplier #4:	
Task Order/CWO Number/Description	Invoice Number	Award Date	Paid	Paid	Paid	Paid	Paid	Total Invoice
CWO #1 - Fences	A1	01/01/00	11,000	1,000	8,000	10,000		<b>\$30,000.00</b>
CWO #2 - Pavement	B1	02/01/00	10,000		10,000	5,000		<b>\$25,000.00</b>
CWO #2 - Pavement	B2	02/01/00	10,000		10,000	5,000		<b>\$25,000.00</b>
CWO #3 - Structure	C1	03/01/00	35,000			2,000		<b>\$37,000.00</b>
<b>GRAND TOTAL (paid-to-date)</b>			<b>\$66,000.00</b>	<b>\$1,000.00</b>	<b>\$28,000.00</b>	<b>\$22,000.00</b>		<b>\$117,000.00</b>





## **LABOR COMPLIANCE MANUAL**

**Los Angeles County  
Metropolitan Transportation Authority**

**LABOR COMPLIANCE MANUAL**

REVISED 10/22/02



**LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY**

**LABOR COMPLIANCE MANUAL**



**LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY**

**LABOR COMPLIANCE MANUAL**

**TABLE OF CONTENTS**

<b>SECTION NO.</b>	<b>TITLE</b>
1.0	LABOR COMPLIANCE REQUIREMENTS
APPENDIX A	CALIFORNIA LABOR CODE PUBLIC WORKS AND PUBLIC AGENCIES
APPENDIX B	CALIFORNIA CODE OF REGULATIONS DEPARTMENT OF INDUSTRIAL RELATIONS PUBLIC WORKS
APPENDIX C	CODE OF FEDERAL REGULATIONS, TITLE 29 PUBLIC WORKS REQUIREMENTS IMPLEMENTING REGULATIONS
APPENDIX D	DAVIS-BACON AND RELATED ACTS
APPENDIX E	LABOR COMPLIANCE FORMS



**LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY**

**LABOR COMPLIANCE MANUAL  
SECTION 1.0 - LABOR COMPLIANCE REQUIREMENTS**

**TABLE OF CONTENTS**

<b>1.0</b>	<b>GENERAL PROVISIONS-----</b>	<b>1</b>
1.1	APPLICABILITY OF PUBLIC WORKS REQUIREMENTS -----	1
1.2	CALIFORNIA PUBLIC WORKS REQUIREMENTS -----	1
1.3	FEDERAL PUBLIC WORKS REQUIREMENTS -----	1
1.4	RESPONSIBILITY TO OBTAIN CURRENT PUBLIC WORKS STATUTES-----	2
1.5	RESPONSIBILITY OF CONTRACTOR FOR PUBLIC WORK CONTRACT -----	2
1.6	APPLICABILITY TO SUBCONTRACTING -----	2
1.7	WORKERS' COMPENSATION CERTIFICATE -----	3
1.8	EMPLOYMENT OF MINORS PROHIBITED -----	3
1.9	SUMMARY OF CERTAIN CA LC GENERAL PROVISIONS-----	3
<b>2.0</b>	<b>CONTRACTOR'S DUTY TO COOPERATE -----</b>	<b>3</b>
2.1	MONITORING ACTIVITIES PERFORMED BY THE AUTHORITY-----	3
2.2	UNUSUAL WORK HOURS-----	4
2.3	RETALIATION AGAINST EMPLOYEES -----	4
2.4	CONVICT LABOR -----	4
2.5	REPORTING LABOR COMPLIANCE VIOLATIONS-----	4
2.6	NOTIFICATION OF LABOR DISPUTES -----	4
2.7	SUBCONTRACTOR COOPERATION-----	4
<b>3.0</b>	<b>PAYMENT OF PREVAILING WAGES -----</b>	<b>4</b>
3.1	GENERAL REQUIREMENT – PAYMENT OF PREVAILING WAGES -----	4
3.2	AUTHORIZED PAYROLL DEDUCTIONS & FRINGE BENEFITS -----	5
3.3	POSTING OF PREVAILING WAGE DETERMINATION(S) -----	5
3.4	FORFEITURE / WITHHOLDING FOR PREVAILING WAGE VIOLATION -----	5
<b>4.0</b>	<b>PAYROLL REPORTS -----</b>	<b>6</b>
4.1	GENERAL RECORDKEEPING REQUIREMENT-----	6
4.2	WEEKLY SUBMISSION OF CERTIFIED PAYROLL RECORDS-----	6
4.3	FORFEITURE FOR FAILURE TO SUBMIT REQUIRED PAYROLLS -----	7
4.4	RETENTION FOR FAILURE TO SUBMIT SATISFACTORY PAYROLLS-----	7
<b>5.0</b>	<b>USE OF APPRENTICES UPON PUBLIC WORKS -----</b>	<b>7</b>
5.1	GENERAL REQUIREMENTS-----	7
5.2	SUMMARY OF PROVISIONS GOVERNING EMPLOYMENT OF APPRENTICES-----	7
<b>6.0</b>	<b>USE OF TRAINEES UPON PUBLIC WORKS -----</b>	<b>8</b>
6.1	GENERAL REQUIREMENTS-----	8
<b>7.0</b>	<b>WORKING HOURS / OVERTIME COMPENSATION UPON PUBLIC WORKS -----</b>	<b>9</b>
7.1	GENERAL REQUIREMENT-----	9
7.2	FORFEITURE FOR NONCOMPLIANCE -----	9
<b>8.0</b>	<b>NON-DISCRIMINATION UPON PUBLIC WORKS-----</b>	<b>9</b>
<b>9.0</b>	<b>REPORTING REQUIREMENTS – LABOR COMPLIANCE FORMS-----</b>	<b>10</b>



<b>10.0</b>	<b>LABOR COMPLIANCE CLOSE OUT</b>	<b>10</b>
<b>11.0</b>	<b>CONTRACT ENFORCEMENT</b>	<b>10</b>
11.1	LABOR COMPLIANCE MONITORING	10
11.2	ENFORCEMENT POWER OF DESIGNEE	10
11.3	WITHHOLDING PAYMENTS FOR LABOR COMPLIANCE VIOLATIONS	11
<b>12.0</b>	<b>FEDERALLY-ASSISTED CONTRACT PROVISIONS &amp; RELATED MATTERS</b>	<b>12</b>
<b>13.0</b>	<b>INDEMINIFICATION</b>	<b>16</b>
<b>14.0</b>	<b>INSURANCE</b>	<b>16</b>
<b>15.0</b>	<b>PUBLIC RECORDS ACT</b>	<b>16</b>
<b>16.0</b>	<b>INTEREST</b>	<b>16</b>

**LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY**

**PART O**

**LABOR COMPLIANCE MANUAL  
SECTION 1.0 - LABOR COMPLIANCE REQUIREMENTS**

**1.0 GENERAL PROVISIONS**

**1.1 APPLICABILITY OF PUBLIC WORKS REQUIREMENTS**

This contract is subject to the requirements of:

- A. California Labor Code (CA LC), Public Works requirements for contracts in excess of \$1,000; and, in the case of Federally-assisted projects,
- B. Federal Labor Standards Provisions found in Title 29, Code of Federal Regulations (CFR) for contracts in excess of \$2,000.

**1.2 CALIFORNIA PUBLIC WORKS REQUIREMENTS**

The requirements of California law include, but are not limited to the following:

- A. California Labor Code (CA LC), Chapter 1, "Public Works" of Part 7, "Public Works and Public Agencies," of Division 2, "Employment Regulation and Supervision," specifically §§ 1720 through 1861, and other applicable sections;
- B. California Code of Regulations (CCR), specifically §§ 16000 through 16413.

All pertinent California statutes and regulations, including, but not limited to those referred to above, are incorporated herein by reference as though set forth in their entirety. Copies of selected sections of the CA LC and the CCR are provided in Appendix A and Appendix B, respectively, to this Manual.

**1.3 FEDERAL PUBLIC WORKS REQUIREMENTS**

The requirements of federal law include, but are not limited to, the following:

- A. 29 CFR Part 1 - Procedures for Predetermination of Wage Rates;
- B. 29 CFR Part 3 - Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States;
- C. 29 CFR Part 5 - Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Subpart A - Davis Bacon and Related Acts, Provisions and Procedures);
- D. The Davis-Bacon and Related Acts;
- E. The Copeland Act (18 U.S.C. §874).

All pertinent Federal statutes and regulations, including, but not limited to those referred to above, are incorporated herein by reference as though set forth in their entirety. Copies of selected sections of the CFR and Federal Law are provided in Appendix C and Appendix D to this Manual.

#### **1.4 RESPONSIBILITY TO OBTAIN CURRENT PUBLIC WORKS STATUTES**

Copies of statutes and regulations included in this Manual, including any summaries thereof, are provided for convenience only. The Contractor is responsible for obtaining a current edition of the all applicable Federal Law, CFR, CA LC and CCR, and adhering to the latest edition of such statutes and regulations.

As a service to the Contractor, portions of applicable provisions are summarized, herein. These summaries, however, are provided merely as a reminder and as a guide. THIS SUMMARY DOES NOT SUPERSEDE THE FULL TEXT OF THE CALIFORNIA CODE OR THE FEDERAL CODE. NEITHER DOES THIS SUMMARY SUPERSEDE THE CFR OR THE CCR.

#### **1.5 RESPONSIBILITY OF CONTRACTOR FOR PUBLIC WORK CONTRACT**

Contractor and any tier Subcontractor by entering into or performing work under this Contract agree to comply with all provisions of Federal and California law that apply to public works contracts. Public works includes construction, alteration, demolition, installation or repair work. It includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. Public works also includes the hauling of refuse from a public works site to an outside disposal location, and maintenance work.

A breach of any of the requirements found in this Manual, particularly at 29CFR§5.5, may be grounds for termination of the Contract, and for debarment as provided in 29CFR§5.12.

#### **1.6 APPLICABILITY TO SUBCONTRACTING**

##### **Contractor's Responsibility For Subcontractors**

A. The Contractor is responsible for compliance with the applicable provisions of the CA LC, the CCR, Federal Law, CFR, and the provisions of this Manual by their Subcontractors.

##### **B. Clauses To Include In Subcontracts**

The Contractor shall include or cause to be included in each Subcontract covering any of the work covered by this project clauses set forth in this Manual, and such other clauses as the AUTHORITY may by appropriate instructions require. Each Subcontractor is bound to include a clause requiring that Subcontractor to include such provisions in any lower tier Subcontract(s) which the Subcontractor may enter into, together with a clause requiring insertion of such a clause in any further Subcontract(s) that the lower tier Subcontractor may, in turn, make.

The contract executed between the Contractor and any tier Subcontractor for the performance of work on the public works project shall additionally include a copy of the applicable provisions of the CFR, including but not limited to, 29CFR Part 1, Part 3 and Part 5, and a copy of the applicable provisions of the CA LC including, but not limited to, §1771, §1775, §1776, §1777.5, §1813 and §1815. [CA LC §1775(b)(1) & §1777.7(d)(1)].

##### **C. Subcontractors Subject To Approval**

The Contractor shall not subcontract part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the AUTHORITY'S prior written approval.

The Contractor shall insert in all construction Subcontracts of any tier the clauses set forth in this Section, and such other clauses as the AUTHORITY may by appropriate instructions require.

## **1.7 WORKERS' COMPENSATION CERTIFICATE**

The Contractor shall secure payment of compensation for employees in accordance with CA LC §3700 and shall sign and file with the Construction Manager a certification stating [CA LC §1860 & §1861]:

"I am aware of the provisions of §3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

## **1.8 EMPLOYMENT OF MINORS PROHIBITED**

The Contractor and any tier Subcontractor shall abide by the provisions of the CA LC regarding employment of minors.

## **1.9 SUMMARY OF CERTAIN CA LC GENERAL PROVISIONS**

- A. It is a misdemeanor to willfully fail to pay over five hundred dollars (\$500) in agreed-upon health, pension, welfare, or vacation fund contributions. [CA LC §227]
- B. Any person who does not hold a valid State of California Contractor's License issued pursuant to Chapter 9 (commencing with §7000) of Division 3 of the Business and Professional Code, and who employs any worker to perform services for which a license is required, shall be subject to a civil penalty in the amount of one hundred dollars (\$100) per employee for each day of such employment. [CA LC §1021]
- C. Contractor, upon request of the State of California Labor Commissioner, is required to withhold penalties and forfeitures from payments due from Subcontractors. [CA LC §1727(b) & §1729]
- D. It is a felony to take, receive, or conspire to take or receive the wages of a workman or working Subcontractor engaged in a public works contract. [CA LC §1778]
- E. It is a misdemeanor to collect fees for registering a person for public work. [CA LC §1779]
- F. It is a misdemeanor to place any order for the employment of a workman on public work where filing of order for employment involves collecting any fee from the applicant. [CA LC §1780]

## **2.0 CONTRACTOR'S DUTY TO COOPERATE**

The Contractor's duty to cooperate is a condition of this Contract. The Contractor's duty to cooperate is more fully described in subparagraphs 2.1 through 2.7, below.

### **2.1 MONITORING ACTIVITIES PERFORMED BY THE AUTHORITY**

The Contractor and any tier Subcontractor shall cooperate fully with representatives the AUTHORITY'S Diversity and Economic Opportunity Department (DEOD) in their monitoring of compliance with the provisions of this Contract and provisions of California and Federal law that pertain to public works. The Contractor agrees that representatives of the DEOD have the right to conduct employee interviews without interference or obstruction by the Contractor or any tier Subcontractor. No employee of a Contractor or Subcontractor who is interviewed by a DEOD representative or a representative of a State of California or Federal labor compliance agency, shall be threatened, intimidated or coerced in relation to the interview or as a result of such interview with DEOD, State of California or Federal labor compliance agency representatives.

## **2.2 UNUSUAL WORK HOURS**

The Contractor shall notify the Construction Manager and the DEOD in writing prior to performing work subject to this Contract on any Sunday, on any holiday, and on any day work is performed before 7:00 a.m. or after 5:30 p.m.

## **2.3 RETALIATION AGAINST EMPLOYEES**

The Contractor and any tier Subcontractor agrees that no workman performing work subject to this Contract shall be discharged, disciplined, or in any other manner discriminated against by any contractor because such employee has made a complaint to this employer, has filed any governmental complaint, has instituted or caused to be instituted any proceeding, or has testified or is about to testify in any proceeding that relates to the labor standards applicable under this Contract.

## **2.4 CONVICT LABOR**

In connection with the performance of work under this Contract, the Contractor and any tier Subcontractor agrees not to employ any person undergoing sentence of imprisonment at hard labor. This does not include convicts who are on parole or probation.

## **2.5 REPORTING LABOR COMPLIANCE VIOLATIONS**

The Contractor shall promptly report in writing to the DEOD all violations of the labor standards governing all work subject to this Contract.

## **2.6 NOTIFICATION OF LABOR DISPUTES**

Whenever the Contractor has knowledge that any actual or potential labor dispute may delay or threaten to delay the timely performance of this Contract, or to interfere with or delay work by other contractors, the Contractor shall immediately give written notice thereof, including all relevant information, to the Construction Manager and the DEOD.

## **2.7 SUBCONTRACTOR COOPERATION**

The Contractor shall take such action with respect to any Subcontractor as may be directed by the Construction Manager as a means of enforcing provisions of this Manual including remedies for noncompliance.

## **3.0 PAYMENT OF PREVAILING WAGES**

### **3.1 GENERAL REQUIREMENT – PAYMENT OF PREVAILING WAGES**

- A. The Contractor and any tier Subcontractor shall pay not less than the specified prevailing wage rate to all workmen employed in the execution of Contracts awarded by the AUTHORITY [CA LC §1774 & §1771, 29CFR§5.5].
- B. Prevailing wage rates applicable to this contract have been established by the Director of Industrial Relations (DIR) [CA LC §1770] and, for Federally-assisted contracts, the U.S. Department of Labor, Wage and Hour Division (DOL-WHD) [29CFR Part 1]. A copy of the prevailing wage determination(s) applicable to this contract are available from the DEOD and are included in this contract by reference. In the case of Federally-assisted contracts, the prevailing wage rate applicable to any craft or classification used on the Project shall be the higher of the prevailing wage rates specified for that craft or classification by the DIR and DOL-WHD. Contractor and any tier Subcontractor shall comply with any revision in the DIR or DOL-WHD prevailing wage determinations applicable to this Contract at no additional cost to the AUTHORITY.

- C. Every Apprentice shall be paid the prevailing wage rate of per diem wages for apprentices in the trade to which the apprentice is registered. [CA LC §1777.5(b) and 29CFR§5.5(a)(4)]
- D. For Federally-assisted contracts, every Trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the prevailing wage rate determined by the DOL-WHD for the craft or classification of work actually performed. [29CFR§5.5(a)(4)]
- E. Any class of laborers or mechanics, including apprentices and trainees, which is not listed in the applicable prevailing wage determination and which is to be employed under the Contract, shall be classified in conformance to the applicable prevailing wage determination. [29CFR§5.5(a)(1)]. In the event Contractor is unable to find a classification in conformance with the applicable prevailing wage determination, remedies provided in the State of California and, if applicable, Federal labor code shall apply.
- F. For Federally-assisted contracts, all disputes concerning the payment of prevailing wage rates or classifications shall be promptly reported to the AUTHORITY for its referral to DOT for decision or, at the option of the AUTHORITY, DOT referral to the Secretary of Labor. The decision of DOT or the Secretary of Labor, as the case may be, shall be final.
- G. Contractor shall monitor the payment of the specified prevailing wage rate of per diem wages by any tier Subcontractor to the employees, by periodic review of the certified payroll records of the Subcontractor. [CA LC §1775(b)(2)]. Upon becoming aware of failure of the Subcontractor to pay prevailing wages, the Contractor shall diligently take corrective action to remedy the violation. [CA LC §1775(b)(3)]. Contractor is to receive an affidavit signed under penalty of perjury from Project Subcontractors that prevailing wage rate requirements have been satisfied prior to making final payment to Subcontractor. [CA LC §1775(b)(4)].

### 3.2 AUTHORIZED PAYROLL DEDUCTIONS & FRINGE BENEFITS

- A. Per diem wages, as provided in CA LC §1773.1, includes but is not limited to, employer payments for health and welfare, pension, vacation, travel time, and subsistence pay authorized by CA LC § 3093, for apprenticeship or other training programs, and for similar purposes.
- B. For Federally-assisted contracts, authorized payroll deductions shall be in accordance with the Copeland Act found at 29CFR§3.5 and §3.6.

### 3.3 POSTING OF PREVAILING WAGE DETERMINATION(S)

The Contractor shall post on each job site, in a location readily available to the workers, a copy of all applicable prevailing wage determinations. [CA LC §1773.2 and 29CFR§5.5(a)(1)].

### 3.4 FORFEITURE / WITHHOLDING FOR PREVAILING WAGE VIOLATION

- A. If an underpayment is identified, restitution will be paid by the Contractor or Subcontractor to each affected worker. [CA LC §1775(a)(2)].
- B. As required by Labor Code Section 1775, the Contractor shall forfeit to the DIR not more than fifty dollars (\$50) per calendar day or portion thereof for each workman working for him or for any tier Subcontractor working under him who is paid less than the prevailing wage rate called for in this Contract. The AUTHORITY may withhold payment from the Contractor to ensure that the Contractor's obligation pay prevailing wage rates is met. [CA LC §1775].
- C. For Federally-assisted contracts, the AUTHORITY may alternatively withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees,

employed by the Contractor or any tier Subcontractor on the Project, the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee, employed or working on the site of the Work, all or part of wages required by the Contract, the AUTHORITY may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of further payment, advance or guarantee of funds until such violations have ceased. [29CFR§5.5(a)(2)].

#### **4.0 PAYROLL REPORTS**

##### **4.1 GENERAL RECORDKEEPING REQUIREMENT**

- A. The Contractor and any tier Subcontractor must keep and certify on a weekly basis an accurate payroll record in accordance with CA LC §1776(a) and, for Federally-assisted contracts, 29CFR§3.3 & 29CFR§5.5(a)(3).
- B. The certified payroll records shall be on the form provided herein in Exhibit E, or shall contain the same information as listed on the form. [CA LC §1776(c)]. Provided all information and certifications required by California law are included therein, the Contractor or Subcontractor may use the Department of Labor form WH-347, "Optional Payroll Form", which provides for all the necessary payroll information and certifications required by Federal law. This Department of Labor form may be purchased at nominal cost from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C., 20402. The Contractor or Subcontractor may, in the alternative, use any form approved by the California DIR or use its own payroll form provided it includes the same information and certifications.
- C. The Contractor and any tier Subcontractor shall keep an accurate record showing the name of and actual hours worked each day and week, for each worker on the Project. [CA LC §1812]
- D. The payroll records shall be available for inspection at the Contractor's principal office. [CA LC 1776(b)(1)-(2) and 29CFR§3.4(b)]. The location of the records shall be provided to the AUTHORITY promptly, upon demand. [CA LC §1776(f)].
- E. Contractor and any tier Subcontractor shall preserve their weekly payroll records for a period of not less than two (2) years [CA LC §1774(d)], or in the case of Federally-assisted contracts, for a period three years [29CFR§3.4(b)], from date of completion of the Contract.

##### **4.2 WEEKLY SUBMISSION OF CERTIFIED PAYROLL RECORDS**

- A. The Contractor and any tier Subcontractor shall submit weekly, at no cost to AUTHORITY a certified copy of all payroll records to the DEOD. Payrolls shall be submitted weekly after the first week of work on the job site and submitted weekly thereafter. The payroll documents are to be submitted in accordance with CA LC §1776(d) and, in the case of Federally-assisted contracts, 29CFR§3.3 & 29CFR§5.5(a)(3). Contractors employing apprentices or trainees under an approved program shall include a notation on the first weekly certified payrolls submitted to the AUTHORITY, that their employment is pursuant to an approved program, and shall identify the program. The Labor Compliance Document Submittal Schedule attached to this Manual in Exhibit E provides the timeframe for submittal.
- B. The copy of payrolls submitted to the AUTHORITY shall be certified by statement, signed in ink by the contractor's designated payroll agent (see next paragraph), attesting that the payrolls are correct and complete and that the wage rates contained therein are not less than those set by the applicable prevailing wage determination incorporated into this Contract. [CA LC §1776(b)]
- C. Prior to commencing work on the job site the Contractor and any tier Subcontractor shall submit to DEOD a completed Certificate Appointing Payroll Officer form (see Appendix E) designating the person who will certify the Contractor's payroll.

- D. Following a review by the DEOD for compliance with State of California and Federal labor laws, the payroll copy shall be retained by the AUTHORITY.
- E. The Contractor hereby acknowledges the foregoing language as a written request for such records (including those of Project Subcontractors) and waives any right to further notice of that request. The Contractor shall be responsible for the submission of certified copies of payrolls of all Subcontractors.
- F. Payroll reports pertaining to owner-operators must be submitted weekly to the DEOD (See Appendix E for form of report).

#### **4.3 FORFEITURE FOR FAILURE TO SUBMIT REQUIRED PAYROLLS**

As required by CA LC §1776 (g), the Contractor shall be subject to penalties of up to twenty-five dollars (\$25) per day, per worker, for failing to comply strictly with requests by AUTHORITY for adequate payroll records. The AUTHORITY shall withhold the penalties from Contractor payments for violation of CA LC §1776.

#### **4.4 RETENTION FOR FAILURE TO SUBMIT SATISFACTORY PAYROLLS**

If, on or before the tenth (10<sup>th</sup>) of the month, the Contractor has not submitted satisfactory payrolls to the DEOD for all work performed during the monthly period ending on or before the first (1<sup>st</sup>) of that month, the AUTHORITY, on recommendation of the DEOD, will retain from the next monthly estimate an amount equal to ten percent (10%) of the estimated value of the work performed during the month except that such retention shall not exceed ten thousand dollars (\$10,000) nor be less than one thousand dollars (\$1,000).

Retention for failure to submit satisfactory payrolls shall be in addition to all other retention provided for in this Contract. The retention for failure to submit satisfactory payrolls for any monthly period will be released for the first payment scheduled to be made following the date that satisfactory payrolls for that monthly period are submitted to the DEOD.

### **5.0 USE OF APPRENTICES UPON PUBLIC WORKS**

#### **5.1 GENERAL REQUIREMENTS**

The Contractor and any tier Subcontractor, shall comply with the requirements of the apprenticeship provisions of the CA LC, including, but not limited to, §1777.5, and in the case of Federally-assisted contracts, the provisions of 29CFR, including, but not limited to, §5.5(a)(4). The Contractor is responsible for compliance with this section for all apprenticeable occupations [CA LC §1777.5(n)].

#### **5.2 SUMMARY OF PROVISIONS GOVERNING EMPLOYMENT OF APPRENTICES**

- A. Only apprentices approved by the Chief of the California Division of Apprenticeship Standards (DAS) are eligible to be employed at the apprentice wage rate on public works. [CA LC §1777.5(c)]
- B. On Federally-assisted contracts, apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bonafide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the bureau, or if a person is employed in his first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. [29CFR§5.5(a)(4)]



- C. Contractor and any tier Subcontractor shall employ apprentices in the ratio set forth by labor code, or the ratio established under a recognized properly registered program that the contractor participates in, for any work under the Contract performed by workers in an apprenticeable craft or trade [CA LC §1777.5(d) and 29CFR5.5(a)(4)]. This ratio should not be less than one hour of apprentice work for every five hours of journeyman work on Project. [CA LC §1777.5(g)].
- D. The Contractor and any tier Subcontractor shall submit contract award information to an applicable apprenticeship program, including estimate of journeyman hours, number of apprentices proposed to be employed, and dates of apprentice utilization. Within 60 days after concluding work, each contractor shall submit to AUTHORITY and apprenticeship program a verified statement of the journeyman and apprentice hours performed on Project. [CA LC §1777.5(e)].
- E. For Federally-assisted contracts, the Contractor and any tier Subcontractor will additionally be required to furnish to the AUTHORITY or a representative of the DOL-WHD written evidence of the registration of its program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the Contract Work. [29CFR§5.5(a)(4)].
- F. The Contractor and any tier Subcontractor shall contribute to the California Apprenticeship Council in accordance with that specified by the DIR in the prevailing wage determination. [CA LC §1777.5(m)(1)].
- G. The Contractor shall continually monitor a Subcontractor's use of apprentices required to be employed on the public works project, including but not limited to periodic reviews of the certified payroll of Subcontractor [CA LC §1777.7(d)(2)]. Upon becoming aware of a failure of the Subcontractor to employ the required number of apprentices, the Contractor shall take corrective action such as retaining funds due Subcontractor, until failure is corrected. [CA LC §1777.7(d)(3)].
- H. Prior to making final payment to the Subcontractor, the Contractor shall obtain a declaration signed under penalty of perjury from the Subcontractor that the Subcontractor has employed the required number of apprentices on the public works Project. [CA LC §1777.7(d)(4)].
- I. The AUTHORITY is required to withhold penalties upon determination of non-compliance with the apprenticeship provisions of CA LC §1777.5. [CA LC §1777.7(a)(1)]

## **6.0 USE OF TRAINEES UPON PUBLIC WORKS**

### **6.1 GENERAL REQUIREMENTS**

- A. For Federally-assisted contracts, the Contractor and any tier Subcontractor shall comply with all requirements of the trainee provisions of 29CFR, including, but not limited to, §5.5(a)(4).
- B. For Federally-assisted contracts, except as provided in 29 CFR §5.15, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. [29CFR§5.5(a)(4)]
- C. The ratio of trainees to journeymen shall not be greater than that permitted under the plan approved by the Bureau of Apprenticeship and Training.
- D. The Contractor and any tier Subcontractor will be required to furnish the AUTHORITY or a representative of the DOL-WHD written evidence of the certification of his program, the registration of the trainees, and the ratio and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program,

the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## **7.0 WORKING HOURS / OVERTIME COMPENSATION UPON PUBLIC WORKS**

### **7.1 GENERAL REQUIREMENT**

- A. Eight (8) hours shall constitute a legal day's work [CA LC §1810].
- B. The Contractor and any tier Subcontractor shall not employ a workman more than eight (8) hours in a calendar day or forty (40) hours in a calendar week except upon compensation of at least one and one-half (1 ½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week. [CA LC §1811 and §1815, and 29CFR§5.5(a)(10)(iii)(b) and §5.8]
- C. The prevailing wage determination(s) deemed applicable to the Contract may require greater rates for overtime, holiday and weekend work.

### **7.2 FORFEITURE FOR NONCOMPLIANCE**

- A. The Contractor shall forfeit to the DIR not more than twenty-five dollars (\$25) per day for each workman who is employed in excess of eight (8) hours per day or forty (40) hours per week without appropriate compensation paid. [CA LC §1813]. The AUTHORITY may withhold penalties and forfeitures from payments due to the Contractor for non-compliance. [CA LC §1727(a)]
- B. For Federally-assisted contracts, Contractor and any tier Subcontractor shall be liable to any affected employee for work performed over forty (40) hours per week where that worker is not compensated at one and one-half (1 ½) times the basic hourly prevailing wage rate. Additionally, Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the requirements set forth in this Section, in the sum of ten dollars (\$10) for each calendar day on which such employee was required or permitted to work in excess of forty (40) hours without payment of the overtime wages required in this Section. [29CFR§5.5(a)(10)(iii)(b)(2)]
- C. For Federally-assisted contracts, the AUTHORITY may withhold, from any monies payable on account of work performed by the Contractor or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Contractor or its Subcontractor for unpaid wages and liquidated damages as specified in this Section. [29CFR§5.5(a)(10)(iii)(b)(3)]

## **8.0 NON-DISCRIMINATION UPON PUBLIC WORKS**

Contractor and any tier Subcontractor shall not discriminate in the employment of persons upon public works on the ground of the race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, or sex. [CA LC §1735]

Contractor and any tier Subcontractor shall not refuse to accept otherwise qualified employees as registered apprentices on any public works, on the ground of the race, religious creed, color, national origin, ancestry, sex, or age. [CA LC §1777.6].

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

## **9.0 REPORTING REQUIREMENTS – LABOR COMPLIANCE FORMS**

The Contractor and any tier Subcontractor shall be required to submit Labor Compliance reports through the course of this Project. Copies of all required forms, along with the filing frequency requirements, are included in Appendix E to this Manual.

The AUTHORITY reserves the right to modify these reporting requirements as it deems appropriate.

## **10.0 LABOR COMPLIANCE CLOSE OUT**

### **A. FINAL LABOR SUMMARY**

The Contractor and any tier Subcontractor shall furnish to the DEOD, upon the completion of their work on the Contract, a summary of all employment activity that includes the total hours worked by tradesmen on the contract, and the total amount earned by the Contractor or Subcontractor.

### **B. FINAL CERTIFICATE**

Upon completion of the Contract, the Contractor shall submit to the AUTHORITY and to the DEOD, with its voucher for final payment for any work performed under the Contract, a certificate concerning wages and classifications for laborers and mechanics, including apprentices and trainees employed on the project, in the following form.

The undersigned Contractor on:

\_\_\_\_\_  
(Contract No. \_\_\_\_\_)

hereby certifies that all laborers, mechanics, apprentices and trainees employed by it or by any Subcontractor performing work under the Contract on the Project have been paid wages at rates not less than those required by the Contract provisions, and that the work performed by each such laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the Contract or training program provisions applicable to the wage rate paid.

\_\_\_\_\_  
Signature and Title

## **11.0 CONTRACT ENFORCEMENT**

### **11.1 LABOR COMPLIANCE MONITORING**

Ultimate authority for Labor Compliance enforcement is vested in the AUTHORITY'S DEOD. Enforcement activities performed by the DEOD will be consistent with all applicable Federal and State of California requirements, including CA LC §1771.6. In addition to any other remedies the AUTHORITY may have at law or under the contract, the AUTHORITY may suspend or terminate a Contract, or, subject to a Board approved debarment process, debar a Contractor or Subcontractor, from future Contracts with the AUTHORITY, for breach of the Labor Compliance requirements set forth herein.

### **11.2 ENFORCEMENT POWER OF DESIGNEE**

The DEOD, or its named Representative(s) will perform the following functions:

- A. Conduct a pre-construction conference to present Labor Compliance requirements under the Contract.

- B. Receive and process all required Labor Compliance reports from Contractor and Subcontractor(s).
- C. Review and, if appropriate, audit payroll reports.
- D. Request the withholding of contract payments when labor compliance violations have been identified. The withholding amounts requested will be equal to the amount of identified prevailing wage underpayment and applicable penalties. Upon notification by the DEOD of a breach of the Labor Compliance requirements set forth in this Manual, the AUTHORITY shall impose forfeitures.
- E. Issue appropriate notices when Contractor or any tier Subcontractor is in violation of the requirements of this Manual.
- F. Conduct Investigations in coordination with outside enforcement agencies, when appropriate.
- G. Conduct any necessary hearings on Labor Compliance related complaints.
- H. Request a Contractor or Subcontractor's debarment or dismissal for willful, flagrant, or repeated violations.
- I. Represent the AUTHORITY as co-chairperson of the Joint Management /Labor Oversight Committee.
- J. Interview employees of Contractors and Subcontractors.

### 11.3 WITHHOLDING PAYMENTS FOR LABOR COMPLIANCE VIOLATIONS

In the event of repeated violations by a Contractor or any tier Subcontractor, the AUTHORITY may, in addition to other remedies, take the following action:

- A. On recommendation of the DEOD, the AUTHORITY shall withhold from any payment due the Contractor five hundred dollars (\$500) per day, for breach by the Contractor or any Subcontractor of the following provisions of the contract's Labor Compliance requirements. This amount represents AUTHORITY damages for breach by failure to:
  - 1. Pay general prevailing wage rates and/or fringe benefits;
  - 2. Make payments to a health and welfare fund, pension fund, apprentice fund, vacation fund, or any other such fund for the benefit of employees;
  - 3. Make payments to an industry promotion fund to which the employer has agreed to make payments;
  - 4. Submit certified payroll records and related documents;
  - 5. Pay overtime compensation;
  - 6. Provide access to payroll records or;
  - 7. Employ only duly licensed construction Contractors and Subcontractors.
- B. The AUTHORITY shall withhold the sums set forth in paragraph A above after notice and an opportunity to be heard is afforded the Contractor, and the DEOD thereafter makes a determination that the Contractor is in violation of the Labor Compliance requirements of the Contract.

## 12.0 FEDERALLY-ASSISTED CONTRACT PROVISIONS & RELATED MATTERS

For Federally-assisted contracts in excess of \$2,000, the following provisions of 29CFR §5.5 shall apply:

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the

Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate Federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Sec. 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under Sec. 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe

benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the

contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that



the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require

the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

### **13.0 INDEMNIFICATION**

- A. The Contractor shall indemnify, hold harmless, and defend the AUTHORITY, the General Consultant (GC), GC members, the System Engineering and Analyses Consultant, the Construction Manager (CM), their officers, employees, agents, Contractors, and Subcontractors, individually, to the maximum extent allowed by law, from and against all liability, claims, losses, actions and expenses (including attorney's fees), on account of bodily injury to or death of any person (including employees of the parties to be indemnified) or for damage to or loss of use of property (including property of the AUTHORITY) arising out of or resulting from the acts or omissions to act of the Contractor, its Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable in the performance of the work, unless caused solely by the negligence of willful misconduct of or defects in design furnished by the parties to be indemnified.
- B. Claims against the parties to be indemnified, by any employee of Contractor, its Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall not limit the Contractor's indemnification obligation, set forth above, in any way, by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or its Subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

### **14.0 INSURANCE**

The insurance requirements for this Contract are specified in the Construction Insurance Specifications. A copy of the Construction insurance Specifications is incorporated herein by this reference.

### **15.0 PUBLIC RECORDS ACT**

- A. All records, documents, drawings, plans, specifications, and other material relating to the Contract are subject to the provisions of the California Public Records Act (Government Code §06250 et seq.). The AUTHORITY's use and disclosure of its records are governed by this Act.
- B. The Contractor shall identify any specific information or design details that it considers proprietary. The Contractor shall clearly and prominently mark each and every page or sheet of such materials with "PROPRIETARY", as it determines to be appropriate.

### **16.0 INTEREST**

Notwithstanding any other provision of this Contract that may be interpreted to the contrary, interest on damages shall not exceed those provided for under §3287 of the California Civil Code.

**END OF SECTION 1.0**

**APPENDIX A**

**CALIFORNIA LABOR CODE**

**PUBLIC WORKS AND PUBLIC AGENCIES**



**CALIFORNIA LABOR CODE  
DIVISION 2, PART 7  
PUBLIC WORKS AND PUBLIC AGENCIES**

**ARTICLE 1**

**1720.** (a) As used in this chapter, "public works" means:

(1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

(2) Work done for irrigation, utility, reclamation, and improvement districts, and other districts of this type. "Public work" shall not include the operation of the irrigation or drainage system of any irrigation or reclamation district, except as used in Section 1778 relating to retaining wages.

(3) Street, sewer, or other improvement work done under the direction and supervision or by the authority of any officer or public body of the state, or of any political subdivision or district thereof, whether the political subdivision or district operates under a freeholder's charter or not.

(4) The laying of carpet done under a building lease-maintenance contract and paid for out of public funds.

(5) The laying of carpet in a public building done under contract and paid for in whole or part out of public funds.

(6) Public transportation demonstration projects authorized pursuant to Section 143 of the Streets and Highways Code.

(b) For purposes of this section, "paid for in whole or in part out of public funds" means the payment of money or the equivalent of money by a state or political subdivision directly to or on behalf of the public works contractor, subcontractor, or developer, performance of construction work by the state or political subdivision in execution of the project, transfer of an asset of value for less than fair market price; fees, costs, rents, insurance or bond premiums, loans, interest rates, or other obligations that would normally be required in the execution of the contract, which are paid, reduced, charged at less than fair market value, waived or forgiven; money to be repaid on a contingent basis; or credits applied against repayment obligations.

(c) Notwithstanding subdivision (b):

(1) Private residential projects built on private property are not subject to the requirements of this chapter if the projects are not built pursuant to an agreement with a state agency, redevelopment agency, or local public housing authority.

(2) (A) If the state or a political subdivision requires a private developer to perform construction, alteration,

demolition, installation, or repair work on a public work of improvement as a condition of regulatory approval of an otherwise private development project, and the state or political subdivision contributes no more money, or the equivalent of money, to the overall project than is required to perform this public improvement work, and the state or political subdivision maintains no proprietary interest in the overall project, then only the public improvement work shall thereby become subject to this chapter.

(B) If the state or a political subdivision reimburses a private developer for costs that would normally be borne by the public, or provides directly or indirectly a public subsidy to a private development project that is de minimis in the context of the project, an otherwise private development project shall not thereby become subject to the requirements of this chapter.

(3) The construction or rehabilitation of affordable housing units for low- or moderate-income persons pursuant to paragraph (5) or (7) of subdivision (e) of Section 33334.2 of the Health and Safety Code that are paid for solely with moneys from a Low and Moderate Income Housing Fund established pursuant to Section 33334.3 of the Health and Safety Code or that are paid for by a combination of private funds and funds available pursuant to Section 33334.2 or 33334.3 of the Health and Safety Code does not constitute a project that is paid for in whole or in part out of public funds.

(4) "Paid for in whole or in part out of public funds" shall not include tax credits provided pursuant to Section 17053.49 or 23649 of the Revenue and Taxation Code.

(d) Notwithstanding any provision of this section to the contrary, the following projects shall not, solely by reason of this section, be subject to the requirements of this chapter:

(1) Qualified residential rental projects, as defined by Section 142 (d) of the Internal Revenue Code, financed in whole or in part through the issuance of bonds that receive allocation of a portion of the state ceiling pursuant to Chapter 11.8 of Division 1 (commencing with Section 8369.80) of the Government Code on or before December 31, 2003.

(2) Single-family residential projects financed in whole or in part through the issuance of qualified mortgage revenue bonds or qualified veterans' mortgage bonds, as defined by Section 143 of the Internal Revenue Code, or with mortgage credit certificates under a Qualified Mortgage Credit Certificate Program, as defined by Section 25 of the Internal Revenue Code, that receive allocation of a portion of the state ceiling pursuant to Chapter 11.8 of Division 1 (commencing with Section 8869.80) of the Government Code on or before December 31, 2003.

(3) Low-income housing projects that are allocated federal or state low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code, Chapter 3.6 of Division 31 (commencing with Section 50199.4) of the Health and Safety Code, or Sections 12206, 17058, or 23610.5 of the Revenue and Taxation Code, on or before December 31, 2003.

(e) If a statute, other than this section, or an ordinance or regulation, other than an ordinance or regulation adopted pursuant to this section, applies this chapter to a project, the exclusions set forth in subdivision (d) shall not apply to that project.

(f) For purposes of this section, references to the Internal Revenue Code shall mean the Internal Revenue Code of 1986, as amended, and shall include the corresponding predecessor sections of the Internal Revenue Code of 1954, as amended.

**1720.2.** For the limited purposes of Article 2 (commencing with Section 1770) of this chapter, "public works" also means any construction work done under private contract when all of the following conditions exist:

(a) The construction contract is between private persons.

(b) The property subject to the construction contract is privately owned, but upon completion of the construction work, more than 50 percent of the assignable square feet of the property is leased to the state or a political subdivision for its use.

(c) Either of the following conditions exist:

(1) The lease agreement between the lessor and the state or political subdivision, as lessee, was entered into prior to the construction contract.

(2) The construction work is performed according to plans, specifications, or criteria furnished by the state or political subdivision, and the lease agreement between the lessor and the state or political subdivision, as lessee, is entered into during, or upon completion of, the construction work.

**1720.3.** For the limited purposes of Article 2 (commencing with Section 1770), "public works" also means the hauling of refuse from a public works site to an outside disposal location, with respect to contracts involving any state agency, including the California State University and the University of California, or any political subdivision of the state.

**1720.4.** For the limited purposes of this chapter, "public works" shall not include any otherwise covered work which meets all the following conditions:

(a) The work is performed entirely by volunteer labor.

(b) The work involves facilities or structures which are, or will be, used exclusively by, or primarily for or on behalf of, private nonprofit community organizations including, but not limited to, charitable, youth, service, veterans, and sports groups or associations.

(c) The work will not have an adverse impact on employment.

(d) The work is approved by the Director of Industrial Relations as meeting the requirements of this section.

For purposes of subdivision (c), the director shall request information on whether or not the work will have an adverse impact on employment from the appropriate local or state organization of duly

authorized employee representatives of workers employed on public works.

**1721.** "Political subdivision" includes any county, city, district, public housing authority, or public agency of the state, and assessment or improvement districts.

**1722.** "Awarding body" or "body awarding the contract" means department, board, authority, officer or agent awarding a contract for public work.

**1722.1.** For the purposes of this chapter, "contractor" and "subcontractor" include a contractor, subcontractor, licensee, officer, agent, or representative thereof, acting in that capacity, when working on public works pursuant to this article and Article 2 (commencing with Section 1770).

**1723.** "Worker" includes laborer, worker, or mechanic.

**1724.** "Locality in which public work is performed" means the county in which the public work is done in cases in which the contract is awarded by the State, and means the limits of the political subdivision on whose behalf the contract is awarded in other cases.

**1725.** "Alien" means any person who is not a born or fully naturalized citizen of the United States.

**1726.** The body awarding the contract for public work shall take cognizance of violations of the provisions of this chapter committed in the course of the execution of the contract, and shall promptly report any suspected violations to the Labor Commissioner. If the awarding body determines as a result of its own investigation that there has been a violation of this chapter and withholds contract payments, the procedures in Section 1771.6 shall be followed.

**1727.** (a) Before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain therefrom all amounts required to satisfy any civil wage and penalty assessment issued by the Labor Commissioner under this chapter. The amounts required to satisfy a civil wage and penalty assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

(b) If the awarding body has not retained sufficient money under the contract to satisfy a civil wage and penalty assessment based on a subcontractor's violations, the contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the subcontractor under the contract to satisfy the assessment and transfer the money to the awarding body. These amounts shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

**1728.** In cases of contracts with assessment or improvement districts where full payment is made in

the form of a single warrant, or other evidence of full payment, after completion and acceptance of the work, the awarding body shall accept from the contractor in cash a sum equal to, and in lieu of, any amount required to be withheld, retained, or forfeited under the provisions of this section, and said awarding body shall then release the final warrant or payment in full.

**1729.** It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of the subcontractor's failure to comply with the terms of this chapter, and if payment has already been made to the subcontractor the contractor may recover from him the amount of the penalty or forfeiture in a suit at law.

**1734.** Any court collecting any fines or penalties under the criminal provisions of this chapter or any of the labor laws pertaining to public works shall as soon as practicable after the receipt thereof deposit same with the county treasurer of the county in which such court is situated. Amounts so deposited shall be paid at least once a month by warrant of the county auditor drawn upon requisition of the judge or clerk of said court, to the State Treasurer for deposit in the General Fund.

**1735.** No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.

**1736.** During any investigation conducted under this part, the Division of Labor Standards Enforcement shall keep confidential the name of any employee who reports a violation of this chapter and any other information that may identify the employee.

**1740.** Notwithstanding any other provision of this chapter or any other law of this State, except limitations imposed by the Constitution, the legislative body of a political subdivision which has received or is to receive a loan or grant of funds from the Federal Government or a federal department or agency for public works of that political subdivision, may provide in its call for bids in connection with such public works that all bid specifications and contracts and other procedures in connection with bids or contracts shall be subject to modification to comply with revisions in federal minimum wage schedules without the necessity of republication or duplication of other formal statutory requirements.

**1741.** If the Labor Commissioner or his or her designee determines after an investigation that there

has been a violation of this chapter, the Labor Commissioner shall with reasonable promptness issue a civil wage and penalty assessment to the contractor or subcontractor or both. The assessment shall be in writing and shall describe the nature of the violation and the amount of wages, penalties, and forfeitures due and shall include the basis for the assessment. The assessment shall be served not later than 180 days after the filing of a valid notice of completion in the office of the county recorder in each county in which the public work or some part thereof was performed, or not later than 180 days after acceptance of the public work, whichever occurs last. However, if the assessment is served after the expiration of this 180-day period, but before the expiration of an additional 180 days, and the awarding body has not yet made full payment to the contractor, the assessment is valid up to the amount of the funds retained. Service of the assessment shall be completed pursuant to Section 1013 of the Code of Civil Procedure by first-class and certified mail to the contractor, subcontractor, and awarding body. The assessment shall advise the contractor and subcontractor of the procedure for obtaining review of the assessment. The Labor Commissioner shall, to the extent practicable, ascertain the identity of any bonding company issuing a bond that secures the payment of wages covered by the assessment and any surety on a bond, and shall serve a copy of the assessment by certified mail to the bonding company or surety at the same time service is made to the contractor, subcontractor, and awarding body. However, no bonding company or surety shall be relieved of its responsibilities because it failed to receive notice from the Labor Commissioner.

**1742.** (a) An affected contractor or subcontractor may obtain review of a civil wage and penalty assessment under this chapter by transmitting a written request to the office of the Labor Commissioner that appears on the assessment within 60 days after service of the assessment. If no hearing is requested within 60 days after service of the assessment, the assessment shall become final.

(b) Upon receipt of a timely request, a hearing shall be commenced within 90 days before the director, who shall appoint an impartial hearing officer possessing the qualifications of an administrative law judge pursuant to subdivision (b) of Section 11502 of the Government Code. The appointed hearing officer shall be an employee of the department, but shall not be an employee of the Division of Labor Standards Enforcement. The contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Commissioner at the hearing within 20 days of the receipt of the written request for a hearing. Any evidence obtained by the Labor Commissioner subsequent to the 20-day cutoff shall be promptly disclosed to the contractor or subcontractor.

The contractor or subcontractor shall have the burden of proving that the basis for the civil wage and penalty assessment is incorrect. The assessment shall be sufficiently detailed to provide fair notice to the contractor or subcontractor of the issues at the hearing.

Within 45 days of the conclusion of the hearing, the director shall issue a written decision affirming, modifying, or dismissing the assessment. The decision of the director shall consist of a notice of findings, findings, and an order. This decision shall be served on all parties and the awarding body pursuant to Section 1013 of the Code of Civil Procedure by first-class mail at the last known address of the party on file with the Labor Commissioner. Within 15 days of the issuance of the decision, the director may reconsider or modify the decision to correct an error, except that a clerical error may be corrected at any time.

The director shall adopt regulations setting forth procedures for hearings under this subdivision.

(c) An affected contractor or subcontractor may obtain review of the decision of the director by filing a petition for a writ of mandate to the appropriate superior court pursuant to Section 1094.5 of the Code of Civil Procedure within 45 days after service of the decision. If no petition for writ of mandate is filed within 45 days after service of the decision, the order shall become final. If it is claimed in a petition for writ of mandate that the findings are not supported by the evidence, abuse of discretion is established if the court determines that the findings are not supported by substantial evidence in the light of the whole record.

(d) A certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the state against the person assessed in the amount shown on the certified order.

(e) A judgment entered pursuant to this section shall bear the same rate of interest and shall have the same effect as other judgments and shall be given the same preference allowed by law on other judgments rendered for claims for taxes. The clerk shall not charge for the service performed by him or her pursuant to this section.

(f) An awarding body that has withheld funds in response to a civil wage and penalty assessment under this chapter shall, upon receipt of a certified copy of a final order that is no longer subject to judicial review, promptly transmit the withheld funds, up to the amount of the certified order, to the Labor Commissioner.

(g) This section shall provide the exclusive method for review of a civil wage and penalty assessment by the Labor Commissioner under this chapter or the decision of an awarding body to withhold contract payments pursuant to Section 1771.5.

(h) This section shall remain in effect only until January 1, 2005, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2005, deletes or extends that date.

1742. (a) An affected contractor or subcontractor may obtain review of a civil wage and penalty assessment under this chapter by transmitting a written request to the office of the Labor Commissioner that appears on the assessment within 60 days after service of the assessment. If no hearing is requested within 60 days after service of the assessment, the assessment shall become final.

(b) (1) Upon receipt of a timely request, a hearing shall be commenced within 90 days before an administrative law judge appointed by the Director of Industrial Relations. The appointed hearing judge shall be an employee of the department, but shall not be an employee of the Division of Labor Standards Enforcement. The contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Commissioner at the hearing within 20 days of the receipt of the written request for a hearing. Any evidence obtained by the Labor Commissioner subsequent to the 20-day cutoff shall be promptly disclosed to the contractor or subcontractor.

(2) The contractor or subcontractor shall have the burden of proving that the basis for the civil wage and penalty assessment is incorrect. The assessment shall be sufficiently detailed to provide fair notice to the contractor or subcontractor of the issues at the hearing.

(3) Within 45 days of the conclusion of the hearing, the administrative law judge shall issue a written decision affirming, modifying, or dismissing the assessment. The decision of the administrative law judge shall consist of a notice of findings, findings, and an order. This decision shall be served on all parties and the awarding body pursuant to Section 1013 of the Code of Civil Procedure by first-class mail at the last known address of the party on file with the Labor Commissioner. Within 15 days of the issuance of the decision, the administrative law judge may reconsider or modify the decision to correct an error, except that a clerical error may be corrected at any time.

(4) The Director of Industrial Relations shall adopt regulations setting forth procedures for hearings under this subdivision.

(c) An affected contractor or subcontractor may obtain review of the decision of the administrative law judge by filing a petition for a writ of mandate to the appropriate superior court pursuant to Section 1094.5 of the Code of Civil Procedure within 45 days after service of the decision. If no petition for writ of mandate is filed within 45 days after service of the decision, the order shall become final. If it is claimed in a petition for writ of mandate that the findings are not supported by the evidence, abuse of discretion is established if the court determines that the findings

are not supported by substantial evidence in the light of the whole record.

(d) A certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the state against the person assessed in the amount shown on the certified order.

(e) A judgment entered pursuant to this section shall bear the same rate of interest and shall have the same effect as other judgments and shall be given the same preference allowed by law on other judgments rendered for claims for taxes. The clerk shall not charge for the service performed by him or her pursuant to this section.

(f) An awarding body that has withheld funds in response to a civil wage and penalty assessment under this chapter shall, upon receipt of a certified copy of a final order that is no longer subject to judicial review, promptly transmit the withheld funds, up to the amount of the certified order, to the Labor Commissioner.

(g) This section shall provide the exclusive method for review of a civil wage and penalty assessment by the Labor Commissioner under this chapter or the decision of an awarding body to withhold contract payments pursuant to Section 1771.5.

(h) This section shall become operative on January 1, 2005.

**1742.1.** (a) After 60 days following the service of a civil wage and penalty assessment under Section 1741 or a notice of withholding under subdivision (a) of Section 1771.6, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment or notice shall be liable for liquidated damages in an amount equal to the wages, or portion thereof, that still remain unpaid. If the assessment or notice subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid. If the contractor or subcontractor demonstrates to the satisfaction of the director that he or she had substantial grounds for believing the assessment or notice to be in error, the director shall waive payment of the liquidated damages. Any liquidated damages collected shall be distributed to the employee along with the unpaid wages. Section 203.5 shall not apply to claims for prevailing wages under this chapter.

(b) The Labor Commissioner shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of a civil wage and penalty assessment under Section 1741, afford the contractor or subcontractor the opportunity to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding the assessment without the need for formal proceedings. The awarding body shall, upon receipt of a request

from the affected contractor or subcontractor within 30 days following the service of a notice of withholding under subdivision (a) of Section 1771.6, afford the contractor or subcontractor the opportunity to meet with the designee of the awarding body to attempt to settle a dispute regarding the notice without the need for formal proceedings. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking administrative review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. No writing prepared for the purpose of, in the course of, or pursuant to, the settlement meeting, other than a final settlement agreement, is admissible or subject to discovery in any administrative or civil proceeding. The assessment or notice shall advise the contractor or subcontractor of the opportunity to request a settlement meeting.

This section shall remain in effect only until January 1, 2005, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2005, deletes or extends that date.

**1742.1.** (a) After 60 days following the service of a civil wage and penalty assessment under Section 1741 or a notice of withholding under subdivision (a) of Section 1771.6, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment or notice shall be liable for liquidated damages in an amount equal to the wages, or portion thereof, that still remain unpaid. If the assessment or notice subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid. If the contractor or subcontractor demonstrates to the satisfaction of the administrative law judge that he or she had substantial grounds for believing the assessment or notice to be in error, the administrative law judge shall waive payment of the liquidated damages. Any liquidated damages collected shall be distributed to the employee along with the unpaid wages. Section 203.5 shall not apply to claims for prevailing wages under this chapter.

(b) The Labor Commissioner shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of a civil wage and penalty assessment under Section 1741, afford the contractor or subcontractor the opportunity to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding the assessment without the need for formal proceedings. The awarding body shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of a notice of withholding under subdivision (a) of Section 1771.6, afford the contractor or subcontractor the opportunity to meet with the designee of the awarding body to attempt to settle a dispute regarding the notice without the need



for formal proceedings. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking administrative review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. No writing prepared for the purpose of, in the course of, or pursuant to, the settlement meeting, other than a final settlement agreement, is admissible or subject to discovery in any administrative or civil proceeding. The assessment or notice shall advise the contractor or subcontractor of the opportunity to request a settlement meeting.

This section shall become operative on January 1, 2005.

**1743.** (a) The contractor and subcontractor shall be jointly and severally liable for all amounts due pursuant to a final order under this chapter or a judgment thereon. The Labor Commissioner shall first exhaust all reasonable remedies to collect the amount due from the subcontractor before pursuing the claim against the contractor.

(b) From the amount collected, the wage claim shall be satisfied prior to the amount being applied to penalties. If insufficient money is recovered to pay each worker in full, the money shall be prorated among all workers.

(c) Wages for workers who cannot be located shall be placed in the Industrial Relations Unpaid Wage Fund and held in trust for the workers pursuant to Section 96.7. Penalties shall be paid into the General Fund.

(d) A final order under this chapter or a judgment thereon shall be binding, with respect to the amount found to be due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. The limitations period of any action on a payment bond shall be tolled pending a final order that is no longer subject to judicial review.

**1750.** (a) (1) The second lowest bidder, and any person, firm, association, trust, partnership, labor organization, corporation, or other legal entity which has, prior to the letting of the bids on the public works project in question, entered into a contract with the second lowest bidder, that suffers damage as a proximate result of a competitive bid for a public works project, as defined in subdivision (b), not being accepted due to the successful bidder's violation, as evidenced by the conviction of the successful bidder therefor, of any provision of Division 4 (commencing with Section 3200) or of the Unemployment Insurance Code, may bring an action for damages in the appropriate state court against the violating person or legal entity.

(2) There shall be a rebuttable presumption that a successful bidder who has been convicted of a

violation of any provision of Division 4 (commencing with Section 3200) of this code or of the Unemployment Insurance Code, or of both, was awarded the bid because that successful bidder was able to lower the bid due to this violation or these violations occurring on the contract for public work awarded by the public agency.

(b) For purposes of this article:

(1) "Public works project" means the construction, repair, remodeling, alteration, conversion, modernization, improvement, rehabilitation, replacement, or renovation of a public building or structure.

(2) "Second lowest bidder" means the second lowest qualified bidder deemed responsive by the public agency awarding the contract for public work.

(3) The "second lowest bidder" and the "successful bidder" may include any person, firm, association, corporation, or other legal entity.

(c) In an action brought pursuant to this section, the court may award costs and reasonable attorney's fees, in an amount to be determined in the court's discretion, to the prevailing party.

(d) For purposes of an action brought pursuant to this section, employee status shall be determined pursuant to Division 4 (commencing with Section 3200) with respect to alleged violations of that division, pursuant to the Unemployment Insurance Code with respect to alleged violations of that code, and pursuant to Section 2750.5 with respect to alleged violations of either Division 4 (commencing with Section 3200) or of the Unemployment Insurance Code.

(e) The right of action established pursuant to this article shall not be construed to diminish rights of action established pursuant to Section 19102 of, and Article 1.8 (commencing with Section 20104.70) of Chapter 1 of Part 3 of Division 2 of, the Public Contract Code.

(f) A second lowest bidder who has been convicted of a violation of any provision of Division 4 (commencing with Section 3200) of the Labor Code or of the Unemployment Insurance Code, or both, within one year prior to filing the bid for public work, and who has failed to take affirmative steps to correct that violation or those violations, is prohibited from taking any action authorized by this section.

## ARTICLE 2

**1770.** The Director of the Department of Industrial Relations shall determine the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773, and the director's determination in the matter shall be final except as provided in Section 1773.4. Nothing in this article, however, shall prohibit the payment of more than the general prevailing rate of wages to any workman employed on public work. Nothing in this act shall permit any overtime work in violation of Article 3 of this chapter.

**1771.** Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

**1771.2.** A joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) may bring an action in any court of competent jurisdiction against an employer that fails to pay the prevailing wage to its employees, as required by this article. This action shall be commenced not later than 180 days after the filing of a valid notice of completion in the office of the county recorder in each county in which the public work or some part thereof was performed, or not later than 180 days after acceptance of the public work, whichever last occurs.

**1771.5.** (a) Notwithstanding Section 1771, an awarding body shall not require the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime work for any public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction work, or for any public works project of fifteen thousand dollars (\$15,000) or less when the project is for alteration, demolition, repair, or maintenance work, if the awarding body elects to initiate and enforce a labor compliance program pursuant to subdivision (b) for every public works project under the authority of the awarding body.

(b) For the purposes of this section, a labor compliance program shall include, but not be limited to, the following requirements:

(1) All bid invitations and public works contracts shall contain appropriate language concerning the requirements of this chapter.

(2) A prejob conference shall be conducted with the contractor and subcontractors to discuss federal and state labor law requirements applicable to the contract.

(3) Project contractors and subcontractors shall maintain and furnish, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

(4) The awarding body shall review, and, if appropriate, audit payroll records to verify compliance with this chapter.

(5) The awarding body shall withhold contract payments when payroll records are delinquent or inadequate.

(6) The awarding body shall withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.

**1771.6.** (a) Any awarding body that enforces this chapter in accordance with Section 1726 or 1771.5 shall provide notice of the withholding of contract payments to the contractor and subcontractor, if applicable. The notice shall be in writing and shall describe the nature of the violation and the amount of wages, penalties, and forfeitures withheld. Service of the notice shall be completed pursuant to Section 1013 of the Code of Civil Procedure by first-class and certified mail to the contractor and subcontractor, if applicable. The notice shall advise the contractor and subcontractor, if applicable, of the procedure for obtaining review of the withholding of contract payments.

The awarding body shall also serve a copy of the notice by certified mail to any bonding company issuing a bond that secures the payment of wages covered by the notice and to any surety on a bond, if their identities are known to the awarding body.

(b) The withholding of contract payments in accordance with Section 1726 or 1771.5 shall be reviewable under Section 1742 in the same manner as if the notice of the withholding was a civil penalty order of the Labor Commissioner under this chapter. If review is requested, the Labor Commissioner may intervene to represent the awarding body.

(c) Pending a final order, or the expiration of the time period for seeking review of the notice of the withholding, the awarding body shall not disburse any contract payments withheld.

(d) From the amount recovered, the wage claim shall be satisfied prior to the amount being applied to penalties. If insufficient money is recovered to pay each worker in full, the money shall be prorated among all workers.

(e) Wages for workers who cannot be located shall be placed in the Industrial Relations Unpaid Wage Fund and held in trust for the workers pursuant to Section 96.7. Penalties shall be paid into the General Fund of the awarding body that has enforced this chapter pursuant to Section 1771.5.

**1772.** Workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work.

**1773.** The body awarding any contract for public work, or otherwise undertaking any public work, shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. The holidays upon which those rates shall be paid need not be specified by the awarding body, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

In determining the rates, the Director of Industrial Relations shall ascertain and consider the applicable wage rates established by collective bargaining agreements and the rates that may have been predetermined for federal public works, within the locality and in the nearest labor market area. Where the rates do not constitute the rates actually prevailing in the locality, the director shall obtain and consider further data from the labor organizations and employers or employer associations concerned, including the recognized collective bargaining representatives for the particular craft, classification, or type of work involved. The rate fixed for each craft, classification, or type of work shall be not less than the prevailing rate paid in the craft, classification, or type of work.

If the director determines that the rate of prevailing wage for any craft, classification, or type of worker is the rate established by a collective bargaining agreement, the director may adopt that rate by reference as provided for in the collective bargaining agreement and that determination shall be effective for the life of the agreement or until the director determines that another rate should be adopted.

**1773.1.** (a) Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel, subsistence, and apprenticeship or other training programs authorized by Section 3093, so long as the cost of training is reasonably related to the amount of the contributions, and similar purposes, when the term "per diem wages" is used in this chapter or in any other statute applicable to public works.

(b) Employer payments include all of the following:

(1) The rate of contribution irrevocably made by the employer to a trustee or third person pursuant to a plan, fund, or program.

(2) The rate of actual costs to the employer reasonably anticipated in providing benefits to workers pursuant to an enforceable commitment to

carry out a financially responsible plan or program communicated in writing to the workers affected.

(3) Payments to the California Apprenticeship Council pursuant to Section 1777.5.

(c) Employer payments are a credit against the obligation to pay the general prevailing rate of per diem wages. However, no credit shall be granted for benefits required to be provided by other state or federal law. Credits for employer payments also shall not reduce the obligation to pay the hourly straight time or overtime wages found to be prevailing.

(d) The credit for employer payments shall be computed on an annualized basis where the employer seeks credit for employer payments that are higher for public works projects than for private construction performed by the same employer, except where one or more of the following occur:

(1) The employer has an enforceable obligation to make the higher rate of payments on future private construction performed by the employer.

(2) The higher rate of payments is required by a project labor agreement.

(3) The payments are made to the California Apprenticeship Council pursuant to Section 1777.5.

(4) The director determines that annualization would not serve the purposes of this chapter.

(e) For the purpose of determining those per diem wages for contracts, the representative of any craft, classification, or type of worker needed to execute contracts shall file with the Department of Industrial Relations fully executed copies of the collective bargaining agreements for the particular craft, classification, or type of work involved. The collective bargaining agreements shall be filed after their execution and thereafter may be taken into consideration pursuant to Section 1773 whenever filed 30 days prior to the call for bids. If the collective bargaining agreement has not been formalized, a typescript of the final draft may be filed temporarily, accompanied by a statement under penalty of perjury as to its effective date.

Where a copy of the collective bargaining agreement has previously been filed, fully executed copies of all modifications and extensions of the agreement that affect per diem wages or holidays shall be filed.

The failure to comply with filing requirements of this subdivision shall not be grounds for setting aside a prevailing wage determination if the information taken into consideration is correct.

**1773.2.** The body awarding any contract for public work, or otherwise undertaking any public work, shall specify in the call for bids for the contract, and in the bid specifications and in the contract itself, what the general rate of per diem wages is for each craft, classification, or type of worker needed to execute the contract.

In lieu of specifying the rate of wages in the call for bids, and in the bid specifications and in the contract itself, the awarding body may, in the call for bids, bid specifications, and contract, include a statement that copies of the prevailing rate of per diem wages are on

file at its principal office, which shall be made available to any interested party on request. The awarding body shall also cause a copy of the determination of the director of the prevailing rate of per diem wages to be posted at each job site.

**1773.3.** An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards.

**1773.4.** Any prospective bidder or his representative, any representative of any craft, classification or type of workman involved, or the awarding body may, within 20 days after commencement of advertising of the call for bids by the awarding body, file with the Director of Industrial Relations a verified petition to review the determination of any such rate or rates upon the ground that they have not been determined in accordance with the provision of Section 1773 of this code. Within two days thereafter, a copy of such petition shall be filed with the awarding body. The petition shall set forth the facts upon which it is based. The Director of Industrial Relations or his authorized representative shall, upon notice to the petitioner, the awarding body and such other persons as he deems proper, including the recognized collective bargaining representatives for the particular crafts, classifications or types of work involved, institute an investigation or hold a hearing. Within 20 days after the filing of such petition, or within such longer period as agreed upon by the director, the awarding body, and all the interested parties, he shall make a determination and transmit the same in writing to the awarding body and to the interested parties.

Such determination shall be final and shall be the determination of the awarding body. Upon receipt by it of the notice of the filing of such petition the body awarding the contract or authorizing the public work shall extend the closing date for the submission of bids or the starting of work until five days after the determination of the general prevailing rates of per diem wages pursuant to this section.

Upon the filing of any such petition, notice thereof shall be set forth in the next and all subsequent publications by the awarding body of the call for bids. No other notice need be given to bidders by the awarding body by publication or otherwise. The determination of the director shall be included in the contract.

**1773.5.** The Director of Industrial Relations may establish rules and regulations for the purpose of carrying out this chapter, including, but not limited to, the responsibilities and duties of awarding bodies under this chapter.

**1773.6.** If during any quarterly period the Director of Industrial Relations shall determine that there has been a change in any prevailing rate of per diem wages in any locality he shall make such change available to the awarding body and his determination shall be final. Such determination by the Director of Industrial Relations shall not be effective as to any contract for which the notice to bidders has been published.

**1773.7.** The provisions of Section 11250 of the Government Code shall not be applicable to Sections 1773, 1773.4, and 1773.6.

**1773.9.** (a) The Director of Industrial Relations shall use the methodology set forth in subdivision (b) to determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed.

(b) The general prevailing rate of per diem wages includes all of the following:

(1) The basic hourly wage rate being paid to a majority of workers engaged in the particular craft, classification, or type of work within the locality and in the nearest labor market area, if a majority of the workers is paid at a single rate. If no single rate is being paid to a majority of the workers, then the single rate being paid to the greatest number of workers, or modal rate, is prevailing. If a modal rate cannot be determined, then the director shall establish an alternative rate, consistent with the methodology for determining the modal rate, by considering the appropriate collective bargaining agreements, federal rates, rates in the nearest labor market area, or other data such as wage survey data.

(2) Other employer payments included in per diem wages pursuant to Section 1773.1 and as included as part of the total hourly wage rate from which the basic hourly wage rate was derived. In the event the total hourly wage rate does not include any employer payments, the director shall establish a prevailing employer payment rate by the same procedure set forth in paragraph (1).

(3) The rate for holiday and overtime work shall be those rates specified in the collective bargaining agreement when the basic hourly rate is based on a collective bargaining agreement rate. In the event the basic hourly rate is not based on a collective bargaining agreement, the rate for holidays and overtime work, if any, included with the prevailing basic hourly rate of pay shall be prevailing.

(c) If the director determines that the general prevailing rate of per diem wages is the rate established by a collective bargaining agreement, and that the collective bargaining agreement contains definite and predetermined changes during its term

that will affect the rate adopted, the director shall incorporate those changes into the determination. Predetermined changes that are rescinded prior to their effective date shall not be enforced.

**1774.** The contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract.

**1775.** (a) The contractor and any subcontractor under him or her shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by him or her or, except as provided in subdivision (b), by any subcontractor under him or her. The amount of this penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(1) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected upon being brought to the attention of the contractor or subcontractor.

(2) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

**1776.** (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided

pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fee and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty

assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(i) The director shall adopt rules consistent with the California Public Records Act, (Chapter 3.5 (commencing with Section 6250), Division 7, Title 1, Government Code) and the Information Practices Act of 1977, (Title 1.8 (commencing with Section 1798), Part 4, Division 3, Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

(j) This section shall remain in effect only until January 1, 2003, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2003, deletes or extends that date.

**1776.** (a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(d) Each contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity

that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. In the event that the contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. These stipulations shall fix the responsibility for compliance with this section on the prime contractor.

(i) The director shall adopt rules consistent with the California Public Records Act, (Chapter 3.5 (commencing with Section 6250), Division 7, Title 1, Government Code) and the Information Practices Act of 1977, (Title 1.8 (commencing with Section 1798), Part 4, Division 3, Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

(j) This section shall become operative January 1, 2003.

**1777.** Any officer, agent, or representative of the State or of any political subdivision who wilfully violates any provision of this article, and any contractor, or subcontractor, or agent or representative thereof, doing public work who neglects to comply with any provision of section 1776 is guilty of a misdemeanor.

**1777.1.** (a) Whenever a contractor or subcontractor performing a public works project pursuant to this chapter is found by the Labor Commissioner to be in violation of this chapter with intent to defraud, except Section 1777.5, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period of not less than one year or more than three years to do either of the following:

(1) Bid on or be awarded a contract for a public works project.

(2) Perform work as a subcontractor on a public works project.

(b) Whenever a contractor or subcontractor performing a public works project pursuant to this chapter is found by the Labor Commissioner to be in willful violation of this chapter, except Section 1777.5, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period up to three years for each second and subsequent violation occurring within three years of a separate and previous willful violation of this chapter to do either of the following:

(1) Bid on or be awarded a contract for a public works project.

(2) Perform work as a subcontractor on a public works project.

(c) A willful violation occurs when the contractor or subcontractor knew or reasonably should have known of his or her obligations under the public works law and deliberately fails or refuses to comply with its provisions.

(d) Not less than semiannually, the Labor Commissioner shall publish and distribute to awarding bodies a list of contractors who are ineligible to bid on or be awarded a public works contract, or to perform work as a subcontractor on a public works project pursuant to this chapter. The list shall contain the name of the contractor, the Contractor's State License Board license number of the contractor, and the effective period of debarment of the contractor. The commissioner shall also place advertisements in construction industry publications targeted to the contractors and subcontractors, chosen by the commissioner, that state the effective period of the debarment and the reason for debarment. The advertisements shall appear one time for each debarment of a contractor in each publication chosen by the commissioner. The debarred contractor or subcontractor shall be liable to the commissioner for the reasonable cost of the advertisements, not to exceed five thousand dollars (\$5,000). The amount paid to the commissioner for the advertisements shall be credited against the contractor's or subcontractor's obligation to pay civil fines or penalties for the same willful violation of this chapter.

(e) For purposes of this section, "contractor or subcontractor" means a firm, corporation, partnership, or association and its responsible managing officer, as well as any supervisors, managers, and officers



found by the Labor Commissioner to be personally and substantially responsible for the willful violation of this chapter.

(f) For the purposes of this section, the term "any interest" means an interest in the entity bidding or performing work on the public works project, whether as an owner, partner, officer, manager, employee, agent, consultant, or representative. "Any interest" includes, but is not limited to, all instances where the debarred contractor or subcontractor receives payments, whether cash or any other form of compensation, from any entity bidding or performing work on the public works project, or enters into any contracts or agreements with the entity bidding or performing work on the public works project for services performed or to be performed for contracts that have been or will be assigned or sublet, or for vehicles, tools, equipment, or supplies that have been or will be sold, rented, or leased during the period from the initiation of the debarment proceedings until the end of the term of the debarment period. "Any interest" does not include shares held in a publicly traded corporation if the shares were not received as compensation after the initiation of debarment from an entity bidding or performing work on a public works project.

(g) For the purposes of this section, the term "entity" is defined as a company, limited liability company, association, partnership, sole proprietorship, limited liability partnership, corporation, business trust, or organization.

(h) The Labor Commissioner shall adopt rules and regulations for the administration and enforcement of this section.

**1777.5.** (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either (1) the apprenticeship standards and apprentice agreements under which he or she is training or (2) the rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any

apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body.

Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to



calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of each fiscal year, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of administering this subdivision.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which fund is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the division in administering this subdivision.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) All decisions of an apprenticeship program under this section are subject to Section 3081.

**1777.6.** It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works, on the ground of the race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

**1777.7.** (a) (1) A contractor or subcontractor that is determined by the Chief of the Division of Apprenticeship Standards to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding one hundred dollars (\$100) for each full calendar day of noncompliance. The amount of this penalty may be reduced by the Chief if the amount of the penalty would be disproportionate to the severity of the violation. A contractor or subcontractor that knowingly commits a second or subsequent violation of Section 1777.5 within a three-year period, where the noncompliance results in apprenticeship training not being provided as required by this chapter, shall forfeit as a civil penalty the sum of not more than three hundred dollars (\$300) for each full calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed by the Chief, the awarding body shall withhold the amount of the civil penalty from contract progress payments then due or to become due.

(2) In lieu of the penalty provided for in this subdivision, the Chief may, for a first-time violation and with the concurrence of an apprenticeship program described in subdivision (d), order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(b) In the event a contractor or subcontractor is determined by the Chief to have knowingly committed a serious violation of any provision of Section 1777.5, the Chief may also deny to the contractor or subcontractor, and to its responsible officers, the right to bid on or be awarded or perform work as a subcontractor on any public works contract for a period of up to one year for the first violation and for a period of up to three years for a second or subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Chief becomes a final order of the Administrator of Apprenticeship.

(c) (1) An affected contractor, subcontractor, or responsible officer may obtain a review of the determination of the Chief imposing the debarment or civil penalty by transmitting a written request to the office of the Administrator within 30 days after service of the determination of debarment or civil penalty. A copy of this report shall also be served on the Chief. If the Administrator does not receive a timely request for review of the determination of debarment or civil penalty made by the Chief, the order shall become the final order of the Administrator.

(2) Within 20 days of the timely receipt of a request for review, the Chief shall provide the contractor,

subcontractor, or responsible officer the opportunity to review any evidence the Chief may offer at the hearing. The Chief shall also promptly disclose any nonprivileged documents obtained after the 20-day time limit at a time set forth for exchange of evidence by the Administrator.

(3) Within 90 days of the timely receipt of a request for review, a hearing shall be commenced before the Administrator or an impartial hearing officer designated by the Administrator and possessing the qualifications of an administrative law judge pursuant to subdivision (b) of Section 11502 of the Government Code. The affected contractor, subcontractor, or responsible officer shall have the burden of providing evidence of compliance with Section 1777.5.

(4) Within 45 days of the conclusion of the hearing, the Administrator shall issue a written decision affirming, modifying, or dismissing the determination of debarment or civil penalty. The decision shall contain a statement of the factual and legal basis for the decision and an order. This decision shall be served on all parties and the awarding body pursuant to Section 1013 of the Code of Civil Procedure by first-class mail at the last known address of the party that the party has filed with the Administrator. Within 15 days of issuance of the decision, the Administrator may reconsider or modify the decision to correct an error, except that a clerical error may be corrected at any time.

(5) An affected contractor, subcontractor, or responsible officer who has timely requested review and obtained a decision under paragraph (4) may obtain review of the decision of the Administrator by filing a petition for a writ of mandate to the appropriate superior court pursuant to Section 1094.5 of the Code of Civil Procedure within 45 days after service of the final decision. If no timely petition for a writ of mandate is filed, the decision shall become the final order of the Administrator. The decision of the Administrator shall be affirmed unless the petitioner shows that the Administrator abused his or her discretion. If the petitioner claims that the findings are not supported by the evidence, abuse of discretion is established if the court determines that the findings are not supported by substantial evidence in light of the entire record.

(6) The Chief may certify a copy of the final order of the Administrator and file it with the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the state against the person assessed in the amount shown on the certified order. A judgment entered pursuant to this section shall bear the same rate of interest and shall have the same effect as other judgments and be given the same preference allowed by the law on other judgments rendered for claims for taxes. The clerk shall not charge for the service performed by him or her pursuant to this section. An awarding body that has withheld funds in response to a determination by the Chief imposing a penalty under this section shall,

upon receipt of a certified copy of a final order of the Administrator, promptly transmit the withheld funds, up to the amount of the certified order, to the Administrator.

(d) If a subcontractor is found to have violated Section 1777.5, the prime contractor of the project is not liable for any penalties under subdivision (a), unless the prime contractor had knowledge of the subcontractor's failure to comply with the provisions of Section 1777.5 or unless the prime contractor fails to comply with any of the following requirements:

(1) The contract executed between the contractor and the subcontractor or the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall continually monitor a subcontractor's use of apprentices required to be employed on the public works project pursuant to subdivision (d) of Section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.

(3) Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including, but not limited to, retaining funds due the subcontractor for work performed on the public works project until the failure is corrected.

(4) Prior to making the final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

(e) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.

(f) The Chief shall consider, in setting the amount of a monetary penalty, in determining whether a violation is serious, and in determining whether and for how long a party should be debarred for violating this section, all of the following circumstances:

(1) Whether the violation was intentional.

(2) Whether the party has committed other violations of Section 1777.5.

(3) Whether, upon notice of the violation, the party took steps to voluntarily remedy the violation.

(4) Whether, and to what extent, the violation resulted in lost training opportunities for apprentices.

(5) Whether, and to what extent, the violation otherwise harmed apprentices or apprenticeship programs.

If a party seeks review of a decision by the Chief to impose a monetary penalty or period of debarment, the Administrator shall decide de novo the appropriate penalty, by considering the same factors set forth above.

(g) The interpretation of Section 1777.5 and this section shall be in accordance with the regulations of

the California Apprenticeship Council. The Administrator may adopt regulations to establish guidelines for the imposition of monetary penalties and periods of debarment and may designate precedential decisions under section 11425.60 of the Government Code.

**1778.** Every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives, or conspires with another to take or receive, for his own use or the use of any other person any portion of the wages of any workman or working subcontractor, in connection with services rendered upon any public work is guilty of a felony.

**1779.** Any person or agent or officer thereof who charges, collects, or attempts to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person for public work, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in public work, whether the person is to work directly for the State, or any political subdivision or for a contractor or subcontractor doing public work is guilty of a misdemeanor.

**1780.** Any person acting on behalf of the State or any political subdivision, or any contractor or subcontractor or agent or representative thereof, doing any public work who places any order for the employment of a workman on public work where the filling of the order for employment involves the charging of a fee, or the receiving of a valuable consideration from any applicant for employment is guilty of a misdemeanor.

**ARTICLE 3**

**1810.** Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof. A stipulation to that effect shall be made a part of all contracts to which the State or any municipal corporation therein is a party.

**1811.** The time of service of any workman employed upon public work is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as hereinafter provided for under Section 1815.

**1812.** Every contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Standards Enforcement.

**1813.** The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

This section shall remain in effect only until January 1, 2003, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2003, deletes or extends that date.

**1813.** The contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each workman employed in the execution of the contract by the contractor or by any subcontractor for each calendar day during which the workman is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted therein a stipulation to this effect. The awarding body shall take cognizance of all violations of this article

committed in the course of the execution of the contract, and shall report them to the officer of the state or political subdivision who is authorized to pay the contractor money due him or her under the contract.

This section shall become operative January 1, 2003.

**1814.** Any officer, agent, or representative of the State or any political subdivision who violates any provision of this article and any contractor or subcontractor or agent or representative thereof doing public work who neglects to comply with any provision of Section 1812 is guilty of a misdemeanor.

**1815.** Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

**1860.** The awarding body shall cause to be inserted in every public works contract a clause providing that, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees.

**1861.** Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."



**APPENDIX B**

**CALIFORNIA CODE OF REGULATIONS**

**DEPARTMENT OF INDUSTRIAL RELATIONS**

**PUBLIC WORKS**



## **Chapter 8. Office of the Director**

### **Subchapter 3. Payment of Prevailing Wages upon Public Works**

#### **Article 1. Definitions**

##### **§16000. Definitions.**

The following terms are defined for general use in these regulations within Group 3, Payment of Prevailing Wages Upon Public Works and Group 4, Awarding Body Labor Compliance Programs:

**Area of Determination.** The area of determining the prevailing wage is the "locality" and/or the "nearest labor market area" as determined by the Director. In determining the area, the mobility of each craft, classification and type of work will be considered.

**Awarding body.** Any state or local government agency, department, board, commission, bureau, district, office, authority, political subdivision, regional district officer, employee, or agent awarding/letting a contract/purchase order for public works.

**Bid.** Any proposal submitted to an awarding body in competitive bidding for the construction, alteration, demolition, repair, maintenance, or improvement of any structure, building, road, property, or other improvement of any kind.

**Certified.** The affirmation of a person with the authority to so affirm, under the penalty of perjury that the records are originals or are full, true and correct copies of the original and depict truly, fully and correctly the craft or type of work performed, hours and days worked, and the amounts by category listed, disbursed by way of cash, check, or in whatever form or manner to each person by job classification and/or skill pursuant to a public works contract.

**Chief of DAS.** Chief of Division of Apprenticeship Standards or a duly authorized representative.

**Chief of DLSE/Labor Commissioner.** Chief of the Division of Labor Standards Enforcement or a duly authorized representative.

**Chief of DLSR.** Chief of the Division of Labor Statistics and Research or a duly authorized representative.

**Coverage.** This means being subject to the requirements of Part 7, Chapter 1 of the Labor Code as a "public work." This includes all formal coverage determinations issued by the Director of Industrial Relations.

**DAS.** Division of Apprenticeship Standards.

**Date of Notice or Call for Bids.** The date the first LCM  
PA504.1 – MTA CONTROLLED

notice inviting bids was published in a newspaper of general circulation or promulgated in a legally sufficient manner which results in a contract being awarded with or without competitive bidding. This may also be referred to as the Bid Advertisement Date.

**Days.** Unless otherwise specified means calendar days.

**DLSE.** The Division of Labor Standards Enforcement.

**DLSR.** The Division of Labor Statistics and Research.

**Director.** The Director of the Department of Industrial Relations or his/her duly authorized representative.

**Duly Authorized Representative.** An employee of the Department of Industrial Relations.

**Effective Date.** The date upon which the determinations of the Director go into effect. This date is ten days after the issue date of the determination.

**Employer Payments.** Includes:

(1) The rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program for the benefit of employees, their families and dependents, or retirees;

(2) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees, their families and dependents or to retirees pursuant to an enforceable commitment or agreement to carry out a financially responsible plan or program which was communicated in writing to the workers affected; and

(3) The rate of contribution irrevocably made by the contractor or subcontractor for apprenticeship or other training programs authorized by Section 3071 and/or 3093 of the Labor Code.

**Expiration Date.** The date upon which the determinations of the Director are subject to change.

**General Prevailing Rate of Per Diem Wages.** Includes:

(1) The prevailing basic straight-time hourly rate of pay; and

(2) The prevailing rate for holiday and overtime work; and

(3) The prevailing rate of employer payments for any or all programs or benefits for employees, their families and dependents, and retirees which are of the types enumerated below:



## CALIFORNIA CODE OF REGULATIONS – DIR: PUBLIC WORKS

(A) medical and hospital care, prescription drugs, dental care, vision care, diagnostic services, and other health and welfare benefits;

(B) retirement plan benefits;

(C) vacations and holidays with pay, or cash payments in lieu thereof;

(D) compensation for injuries or illnesses resulting from occupational activity;

(E) life, accidental death and dismemberment, and disability or sickness and accident insurance;

(F) supplemental unemployment benefits;

(G) thrift, security savings, supplemental trust, and beneficial trust funds otherwise designated, provided all of the money except that used for reasonable administrative expenses is returned to the employees;

(H) occupational health and safety research, safety training, monitoring job hazards, and the like, as specified in the applicable collective bargaining agreement;

(I) See definition of "Employer Payments," (3).

(J) other bonafide benefits for employees, their families and dependents, or retirees as the Director may determine; and

(4) travel time and subsistence pay as provided for in Labor Code Section 1773.8.

(b) The term "general prevailing rate of per diem wages" does not include any employer payments for:

(1) Job related expenses other than travel time and subsistence pay;

(2) Contract administration, operation of hiring halls, grievance processing, or similar purposes except for those amounts specifically earmarked and actually used for administration of those types of employee or retiree benefit plans enumerated above;

(3) Union, organizational, professional or other dues except as they may be included in and withheld from the basic taxable hourly wage rate;

(4) Industry or trade promotion;

(5) Political contributions or activities;

(6) Any benefit for employees, their families and dependents, or retirees including any benefit enumerated above where the contractor or subcontractor is required by Federal, State, or local law to provide such benefit; or

(7) Such other payments as the Director may determine to exclude. Interested Party. When used with reference to a particular prevailing wage determination made by the Director, includes:

(1) Any contractor or subcontractor, or any organization, association, or other representative of any contractor or subcontractor likely to bid on or to perform a contract for public work which is subject to the particular prevailing wage determinations, and/or

(2) Any worker in the particular craft, classification, or type of work, who may be employed on a public work project subject to the particular prevailing wage determination, or any labor organization or other representative of such a person, including the recognized collective bargaining representative for the particular craft, classification, or type of work; and/or

(3) Any awarding body or association or other representative of awarding bodies concerned with the administration of a public works contract or proposed contract, which is subject to the particular prevailing wage determination.

Helper. Any subjourneyman classification traditionally used to assist a journeyman. Under no circumstance may the Helper classification be used to replace statutorily required Apprentices.

Identify or Give Notice of Identity. This means to state the name, job title, address and current telephone number of a person or entity.

Interim Determination. Those determinations of the Director issued between the quarterly updates.

Issue Date-Issuance. The date upon which copies of the determination of the Director are deposited in the mail.

LCP. A labor compliance program initiated and enforced by an awarding body in accordance with these regulations.

Locality. See Labor Code Section 1724.

Maintenance. Includes:

(1) Routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired.

(2) Carpentry, electrical, plumbing, glazing, [touchup painting,] and other craft work designed to preserve the publicly owned or publicly operated facility in a safe, efficient and continuously usable condition for

which it was intended, including repairs, cleaning and other operations on machinery and other equipment permanently attached to the building or realty as fixtures.

Exception: 1: Janitorial or custodial services of a routine, recurring or usual nature is excluded.

Exception: 2: Protection of the sort provided by guards, watchmen, or other security forces is excluded.

(3) Landscape maintenance. See Public Contract Code Section 21002.

Exception: Landscape maintenance work by "sheltered workshops" is excluded.

Mistake, Inadvertence, or Neglect. Mistake, inadvertence, or neglect in failing to pay the correct general rate of per diem wages means the lack of knowledge that any reasonable person would also be expected to have under the same or similar circumstances.

Nearest labor market Area. The nearest geographical area from which workers of the crafts, classifications, and types to be used in the performance and execution of the public work can be drawn for employment upon such public work.

Payroll Records. All time cards, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other evidences which reflect job assignments, work schedules by days and hours, and the disbursement by way of cash, check, or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to a public works project.

Person. Any individual [or legal entity, including a] partnership, corporation, association, or any local, state, regional, national or international organization, public or private, or any awarding body, or any agent or officer thereof, authorized to act for or on behalf of any of the foregoing.

Political Subdivision. See Labor Code Section 1721.

Predetermined Changes. Definite changes to the basic hourly wage rate, overtime, holiday pay rates, and employer payments which are known and enumerated in the applicable collective bargaining agreement at the time of the bid advertisement date and which are referenced in the general prevailing rate of per diem wages as defined in Section 16000 of these regulations. Contractors are obligated to pay up to the amount that was predetermined if these changes are modified prior to their effective date. Predetermined changes which are rescinded prior to their effective date shall not be enforced.

Prevailing Rate. Includes:

(1) The basic hourly rate being paid to a majority of workers engaged in the particular craft, classification or type of work within the locality and in the nearest labor market area, if a majority of such workers is paid at a single rate; if there is no single rate being paid to a majority, then the single rate (modal rate) being paid to the greater number of workers is prevailing. If there is no modal rate, then an alternate rate will be established by considering the appropriate collective bargaining agreements, Federal rates or other data such as wage survey data, including the nearest labor market area, or expanded survey as provided in Article 4 of these regulations;

(2) Other employer payments as defined in Section 16000 of these regulations and as included as part of the total hourly wage rate, from which the prevailing basic hourly wage rate was derived. In the event the total hourly wage rate does not include any employer payments, then the Director may establish a prevailing employer payment rate by the same procedure outlined in subsection (1) above.

(3) The rate for holiday or overtime work shall be those rates specified in the collective bargaining agreement when the basic hourly rate is based on a collective bargaining agreement rate. In the event the basic hourly rate is not based on a collective bargaining agreement, holidays and overtime (if any) included with the prevailing basic hourly rate of pay shall be prevailing. Public Entity. For the purpose of processing requests for inspection of payroll records or furnishing certified copies thereof, "public entity" includes: the body awarding the contracts; the Division of Apprenticeship Standards (DAS), or the Division of Labor Standards Enforcement (DLSE).

Public Funds. Includes state, local and/or federal monies.

Note: Public funds do not include money loaned to a private entity where work is to be performed under private contract, and where no portion of the work is supervised, owned, utilized, or managed by an awarding body.

Public Works. See Sections 1720, 1720.2, 1720.3, and 1771 of the Labor Code.

Service upon a Contractor or Subcontractor. This is the process defined in Title 8, California Code of Regulations, (CCR) Section 16801(a)(2)(A).

Serve upon the Labor Commissioner. Delivery of all documents including legal process to the Headquarters of the Labor Commissioner.

Sheltered workshop. A nonprofit organization licensed by the Chief of DLSE employing mentally and/or physically handicapped workers.

Wage Survey. An investigation conducted pursuant to Labor Code Sections 1773 and/or 1773.4 to determine the general prevailing rate of per diem wages for the crafts/classifications in the county(ies) for which the survey questionnaire was designed.

Willful. See Labor Code Section 1777.1(d).

Worker. See Labor Code Sections 1723 and 1772.

NOTE: Authority cited: Section 1773.5, Labor Code. Reference: Sections 1191.5, 1720, 1720.2, 1720.3, 1721, 1722, 1722.1, 1723, 1724, 1770, 1771, 1772, 1773.5, 1776, 2750.5, 3071 and 3093, Labor Code; and Section 21002, Public Contract Code.

#### HISTORY

1. Repealer of group 3 (articles 1-3, sections 16000-16004, 16100-16101 and 16200-16205) and new group 3 (articles 1-4, sections 16000-16013, 16100-16109, 16200-16206 and 16300-16305) filed 1-3-77 as an emergency; effective upon filing (Register 77, No. 2). For prior history, see Register 56, No. 8.
2. New group 3 (sections 16000-16014, 16100-16109, 16200-16207.9) filed 2-8-78; effective thirtieth day thereafter (Register 78, No. 6).
3. Renumbering and amendment of former sections 16000-16006 and 16008-16019 to section 16000; renumbering and amendment of former section 16100 to section 16002; renumbering and amendment of former section 16101 to section 16203; renumbering and amendment of former sections 16102-16105 to section 16200; renumbering and amendment of former section 16106 to section 16206; renumbering and amendment of former sections 16107(a), (b) and (c) to sections 16201, 16202 and 16205; renumbering and amendment of former section 16108 to section 16204; renumbering and amendment of former section 16200 to section 16300; renumbering and amendment of former sections 16007, 16201, 16202, 16204 and 16206 to section 16302; renumbering and amendment of former section 16207 to section 16303; renumbering and amendment of former sections 16207.2 and 16207.3 to section 16304; renumbering and amendment of former section 16207.5 to section 16100; renumbering and amendment of former section 16207.7 to section 16301; renumbering and amendment of former sections 16207.10-16207.14 to section 16400; renumbering and amendment of former sections 16207.15 and 16207.16 to section 16401; renumbering and amendment of former section 16207.17 to section 16402; renumbering and amendment of former section 16207.18 to section 16403; renumbering and amendment of former section 16207.19 to section 16500; repealer of former sections 16100.1, 16109, 16203, 16205, 16207.1, 16207.4, 16207.6 and 16207.8; and new sections 16001, 16101 and 16102 filed 2-11-86; effective thirtieth day thereafter (Register 86, No. 7). For prior history, see Registers 82, No. 51; 80, No. 6; 79, No. 19; 72, No. 23 and 72, No. 13.

4. Amendment filed 2-20-92; operative 3-23-92 (Register 92, No. 13).

5. Repealer of definition of "Predetermined Changes" filed 12-27-96; operative 1-26-97 (Register 96, No. 52).

6. Amendment of definition of "Prevailing Rate" filed 12-27-96; operative 1-26-97 (Register 96, No. 52).

7. Change without regulatory effect restoring definition of "Predetermined Changes" and repealing amendments to definition of "Prevailing Rate" filed 2-19-99 (Register 99, No. 8). Pursuant to Sacramento Superior Court Order Issued 6-4-97 in Case 97CS 00471 the amendments filed 12-27-96 and effective 1-27-97 were invalidated and the prior regulations were reinstated.

#### **\$16001. Public Works Subject to Prevailing Wage Law.**

(a) General Coverage. State prevailing wage rates apply to all public works contracts as set forth in Labor Code Sections 1720, 1720.2, 1720.3, 1720.4, and 1771.

(1) Any interested party enumerated in Section 16000 of these regulations may file with the Director of Industrial Relations or the Director's duly authorized representative, as set forth in Section 16301 of these regulations, a request to determine coverage under the prevailing wage laws regarding either a specific project or type of work to be performed which that interested party believes may be subject to or excluded from coverage as public works under the Labor Code. If such a request is filed by any party other than the awarding body, a copy of the request must be served upon the awarding body, in accordance with the filing procedures set forth in Section 16302(d) of these regulations, when it is filed with the Director.

(2) Within 15 days of receipt of a copy of the request for a coverage determination, the awarding body shall forward to the Director or his/her duly authorized representative as provided for in Section 16301 of these regulations, any documents, arguments, or authorities it wishes to have considered in the coverage determination process.

(3) All parties to the coverage determination request shall have a continuing duty to provide the Director or his/her duly authorized representative as provided for in Section 16301 of these regulations, with relevant documents in their possession or control, until a determination is made. Where any party or parties' agent has a document in their possession, but refuses to release a copy, the Department shall consider that the documents, if released, would contain information adverse to the withholding party's position and may

close the record and render a decision on the basis of that inference and the information received.

(b) **Federally Funded or Assisted Projects.** The application of state prevailing wage rates when higher is required whenever federally funded or assisted projects are controlled or carried out by California awarding bodies of any sort.

(c) **Field Surveying Projects.** Field survey work traditionally covered by collective bargaining agreements is subject to prevailing wage rates when it is integral to the specific public works project in the design, preconstruction, or construction phase.

(d) **Residential Projects.** Residential projects consisting of single family homes and apartments up to and including four stories are subject to payment of prevailing wages when paid for in whole or in part out of public funds, including federally-funded or assisted residential projects controlled or carried out by an awarding body.

Note: Such projects may require a special determination by the Director which should be requested by the awarding body at least 45 days before the commencement of advertising of the call for bids by the awarding body.

(e) **Commercial Projects.** All non-residential construction projects including new work, additions, alterations, reconstruction and repairs. Includes residential projects over four stories.

(f) **Maintenance.** Public works contracts for maintenance are subject to prevailing wage rate payment as set forth in Section 1771 of the Labor Code.

Note: See Article 1 for definition of term "maintenance."

NOTE: Authority cited: Section 1773.5, Labor Code. Reference: Sections 1720, 1720.2, 1720.3, 1720.4 and 1771, Labor Code.

#### HISTORY

1. Amendment of subsection (a) and NOTE and adoption of subsections (a)(1)-(3) and (e) and relettering former subsection (e) to (f) filed 2-20-92; operative 3-23-92 (Register 92, No. 13).

2. Amendment of subsection (b) and (d) and Note filed 12-27-96; operative 1-26-97 (Register 96, No. 52).

3. Change without regulatory effect repealing amendments to subsections (b) and (d) and Note filed 2-19-99 (Register 99, No. 8). Pursuant to Sacramento Superior Court Order Issued 6-4-97 in Case 97CS 00471 the amendments filed 12-27-96 and effective

1-27-97 were invalidated and the prior regulations were reinstated.

#### **§16002. Coverage of Worker.**

The determinations of the Director will cover those crafts, classifications or types of workers employed in public works as set forth in Sections 1720, 1720.2, 1720.3, and 1771 of the Labor Code.

NOTE: Authority cited: Sections 1723 and 1773.5, Labor Code. Reference: Sections 1720, 1720.2, 1720.3 and 1771, Labor Code.

#### **§16002.5. Appeal of Public Work Coverage Determination.**

(a) Those interested parties enumerated in Section 16000 of these regulations may appeal to the Director of Industrial Relations or the Director's duly authorized representative as set forth in Section 16301 of these regulations a determination of coverage under the public works laws (Labor Code Section 1720 et seq.) regarding either a specific project or type of work under Section 16001(a) of these regulations. Such notice of appeal must be served within 30 days of the issuance of the coverage determination. The party appealing the determination must, in accordance with the filing procedures set forth in Section 16302(d) of these regulations, give written notification to the awarding body and any other identifiable parties.

(b) The notice of appeal shall state the full factual and legal grounds upon which the determination is appealed, and whether a hearing is desired. The decision to hold a hearing is within the Director's sole discretion. The Director may appoint a hearing officer to conduct the hearing and propose a decision on the appeal. The Director shall make the final decision on the appeal.

(c) The authority of the Director to determine coverage of projects under the prevailing wage laws is quasi-legislative, and a final determination on any appeal is subject to judicial review pursuant to the Code of Civil Procedure, Section 1085.

NOTE: Authority cited: Section 1773.5, Labor Code. Reference: Sections 1720, 1720.2, 1720.3, 1720.4 and 1771, Labor Code.

#### HISTORY

1. New section filed 2-20-92; operative 3-23-92 (Register 92, No. 13).

#### **§16003. Requests for Approval of Volunteer Labor.**

(a) An awarding body wishing to use volunteer labor on what would otherwise be a public works project, pursuant to Labor Code Section 1720.4 shall serve a written request for approval on the Director, not less than 45 days prior to the commencement of work on the facilities or structures.

(b) The request for approval shall fully set forth the awarding body's grounds for belief that the requirements of Labor Code Section 1720.4(a), (b), and (c) are satisfied, and shall list all the crafts and classifications of workers that typically perform the types of work needed for the project.

(c) The request for approval shall identify the unions which represent workers in the crafts or classifications listed in (b) within the locality in which the public work is performed.

NOTE: Authority cited: Sections 54 and 1773.5, Labor Code. Reference: Section 1720.4, Labor Code.

#### HISTORY

1. New section filed 2-20-92; operative 3-23-92 (Register 92, No. 13).

### **§16100. Duties, Responsibilities and Rights.**

The parties listed in this section must comply with the provisions of the Labor Code applicable to the payment of prevailing wages on public works contracts.

(a) Department and Division Authority in Prevailing Wage Issues. The Director shall establish and coordinate the administration of the State's prevailing wage law, including the determination of coverage issues. The lead agency for the determination of prevailing wage rates shall be the Division of Labor Statistics and Research. The lead agency for the enforcement of the payment of prevailing wages is the Division of Labor Standards Enforcement. The lead agency for the coordination on apprenticeship is the Division of Apprenticeship Standards. This section shall not be construed to preclude any filing requirements with DLSR of appropriate agreements or petitions regarding determinations or any other documents, papers, books, etc. otherwise required by the law or these regulations.

(b) The Awarding Body shall:

(1) Obtain the prevailing wage rate from the Director in accordance with Labor Code Sections 1771 and 1773.

(2) Specify the appropriate prevailing wage rates, in accordance with Labor Code Sections 1773.2 and 1777.5.

(A) The posting requirement is applicable for each job site.

EXCEPTION: If more than one worksite exists on any project, then the applicable rates may be posted at a single location which is readily available to all workers.

(B) If a wage rate for a craft, classification or type of worker is not published in the Director's general prevailing wage determinations, a request for a special determination should be made by the awarding body to Chief, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142, at least 45 days prior to the project bid advertisement date.

(3) Notify DAS. See Labor Code Section 1773.3.

(4) Inform prime contractors, to the extent feasible, of relevant public work requirements:

NOTE: Requirement information may be disseminated at a preacceptance of bid conference or in a call for bids or at an award of bid conference.

The public works requirements are:

(A) the appropriate number of apprentices are on the job site, as set forth in Labor Code Section 1777.5.

(B) worker's compensation coverage, as set forth in Labor Code Sections 1860 and 1861.

(C) keep accurate records of the work performed on the public works project, as set forth in Labor Code Section 1812.

(D) inspection of payroll records pursuant to Labor Code Section 1776, and as set forth in Section 16400 (e) of these regulations.

(E) and other requirements imposed by law.

(5) Withhold monies. See Labor Code Section 1727.

(6) Ensure that public works projects are not split or separated into smaller work orders or projects for the purpose of evading the applicable provisions of Labor Code Section 1771.

(7) Deny the right to bid on public work contracts to contractors or subcontractors who have violated public work laws, as set forth in Labor Code Section 1777.7.

(8) Not permit workers on public works to work more than eight hours a day or 40 hours in any one calendar week, unless compensated at not less than time and a half as set forth in Labor Code Section 1815.

EXCEPTION: If the prevailing wage determination requires a higher rate of pay for overtime work than is required under Labor Code Section 1815, then that higher overtime rate must be paid, as specified in subsection 16200(a)(3)(F) of these regulations.

(9) Not take or receive any portion of the workers' wages or accept a fee in connection with a public works project, as set forth in Labor Code Sections 1778 and 1779.

(10) Comply with those requirements as specified in Labor Code Sections 1776(g), 1777.5, 1810, 1813, and 1860.

(c) Contractor-subcontractor.

The contractor and subcontractor shall:

(1) Pay not less than the prevailing wage to all workers, as defined in Section 16000 of these regulations, and as set forth in Labor Code Sections 1771 and 1774;

(2) Comply with the provisions of Labor Code Sections 1773.5, 1775, and 1777.5 regarding public works jobsites;

(3) Provide workers' compensation coverage as set forth in Labor Code Section 1861;

(4) Comply with Labor Code Sections 1778 and 1779 regarding receiving a portion of wages or acceptance of a fee;

(5) Maintain and make available for inspection payroll records, as set forth in Labor Code Section 1776;

(6) Pay workers overtime pay, as set forth in Labor Code Section 1815 or as provided in the collective bargaining agreement adopted by the Director as set forth in Section 16200 (a) (3) of these regulations; and

(7) Comply with Section 16101 of these regulations regarding discrimination.

(8) Be subject to provisions of Labor Code Section 1777.7 which specifies the penalties imposed on a contractor who willfully fails to comply with provisions of Section 1777.5.

(9) Comply with those requirements as specified in Labor Code Sections 1810 and 1813.

(10) Comply with other requirements imposed by law.

NOTE: Authority cited: Section 1773.5, Labor Code. Reference: Sections 1720, 1720.2, 1720.3, 1726, 1727, 1728, 1729, 1770, 1771, 1773, 1773.2, 1773.3, 1773.4, 1773.5, 1774, 1775, 1776, 1777.5, 1777.7, 1778, 1779, 1810, 1811, 1812, 1813, 1815, 1860 and 1861, Labor Code.

#### HISTORY

1. Amendment of subsection (b)(2)(B) filed 2-20-92; operative 3-23-92 (Register 92, No. 13).

#### **§16101. Discrimination.**

See Labor Code Sections 1735, 1777.5, 1777.6, and 3077.5.

NOTE: Authority cited: Section 1773.5, Labor Code. Reference: Sections 1735, 1777.5, 1777.6 and 3077.5, Labor Code.

#### **§16102. Interested Party.**

An interested party, as defined in Section 16000 of these regulations, may be a source of wage data information, as provided in Section 16200(e) of these regulations.

NOTE: Authority cited: Section 1773.5, Labor Code. Reference: Section 1773.4, Labor Code.

#### **§16200. General. Basis for Determining Prevailing Wage Rate.**

The Director shall follow those procedures specified in Sections 1773 and 1777.5 of the Labor Code and in these regulations when making a prevailing wage determination.

(a) Collective Bargaining Agreements or Wage Surveys.

(1) Filing of collective bargaining agreements.

(A) To enable the Director to ascertain and consider the applicable wage rates established by collective bargaining agreements when making prevailing wage determinations, the representatives of any crafts, classifications, or types of workers needed to execute any public works contracts shall file with the Department of Industrial Relations fully executed copies of all their collective bargaining agreements, including any and all addenda which modify the agreements, within 10 days of their execution and shall be considered as the basis for a prevailing wage determination whenever on file 30 days before the call for bids on a project.

(B) Copies of collective bargaining agreements filed with the Department of Industrial Relations pursuant to Sections 1773.1 and 1773.8 of the Labor Code, and Section 16200(a)(1)(A) of these regulations shall be addressed to: Chief, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142.

(C) Collective bargaining agreements filed with the Division of Labor Statistics and Research must be accompanied by a signed statement which is certified as true and correct to the best of the knowledge and belief of the person preparing the statement, under penalty of perjury, and which:

1. certifies that the agreement filed is fully executed and in effect, unless it is a signed original agreement or photocopy thereof, or a printed copy of a fully executed agreement showing the names of the signatory parties, except in the case of a printed agreement the Director may require certification;

2. names or otherwise identifies all California counties within the jurisdiction of the local union or unions signatory to the agreement;

3. names and provides the address of the signatory employer association or, if there be no signatory employer association, provides the names and addresses of all contractors signatory to the agreement, unless such information is contained in the agreement;

4. provides the number of workers currently employed under the terms of the agreement and, if practicable, the number of workers in each county within the jurisdiction of the signatory local union or unions;

5. provides any other information not contained in the agreement that the Director may need to give proper consideration to applicable wage rates established by collective bargaining.

(D) Copies of collective bargaining agreements which are not bona fide shall not be deemed filed. The party filing a contract may be asked to substantiate the assertion that such collective bargaining agreement is bona fide.

(2) Criteria for using collective bargaining agreement wage rates as basis of prevailing wage determinations. Before accepting the collective bargaining agreement wage rate for the applicable craft and locality, DLSR shall take the following factors into consideration:

(A) The geographical area(s) specified in the agreement;

(B) The number of workers covered by the agreement;

(C) If signatory parties to the agreement have workers in the geographical area(s);

(D) If work has been performed in the geographical area(s) specified in the agreement in the past 12 months;

(E) The wage rates determined by the federal government as set forth in Section 16200(b).

(3) Adoption of Collective Bargaining Agreements.

(A) If the Director determines pursuant to Section 1773 of the Labor Code that the rate established by a collective bargaining agreement is the general prevailing rate of per diem wages for each craft, classification or type of worker and the Director adopts such rate by referral, the Director will publish such rate. Only those rates and employer payments specifically enumerated in the definition of "general prevailing rate of per diem wages" in Section 16000 shall be included in the rate adopted.

(B) When such rate is adopted, and in the case where the collective bargaining agreement contains definite and predetermined changes during its term which will affect the rate adopted, the Director shall incorporate such changes in the determination.

Note: A statement must be filed with the Director for any adjustments made to a contract which are not contained in the agreement currently on file with DLSR.

(C) When such rate is adopted, and in the case where the collective bargaining agreement contains changes during its term which will affect the rate adopted, which are not definite or predetermined, the changes shall not be adopted. The prior determination will remain in effect until a new determination is issued. Any interested party may request that the Director make a new determination when contract changes become definite and determined by filing a statement as set forth in Section 16200(a)(1). The statement must summarize the amounts and effective dates of any cost-of-living adjustments, allocations of interim wage increases to wages and employer payments, and other relevant changes which will affect the rate adopted by the Director. The statement must be signed by an officer or agent of the bargaining representative and certified, under penalty of perjury, as true and correct to the best of his or her knowledge and belief.

(D) When such agreement is adopted as the basis of the prevailing wage determination, all wage classifications may be considered.

(E) Holidays. Holidays specifically named in the collective bargaining agreement or determined by wage surveys shall be included in the wage

determination. Overtime pay may be required as provided in Section 16200(a)(3)(F) of these regulations.

(F) Overtime. Overtime will be paid as indicated in the wage determination.

Exception 1: If a workweek other than Monday through Friday is a fixed business practice or is required by the awarding body, no overtime payment is required for the first eight hours on Saturday or Sunday.

Exception 2: If the collective bargaining agreement provides for Saturday and Sunday work at straight-time, no overtime payment is required for the first eight hours on Saturday or Sunday.

Exception 3: If the awarding body determines that work cannot be performed during normal business hours or work is necessary at off hours to avoid danger to life or property, no overtime is required for the first eight hours in any one calendar day, and 40 hours during any one calendar week.

Exception 4: No overtime payment is required for less than 40 hours in a standard work week or for less than eight hours in a calendar workday unless specified in the collective bargaining agreement used as the basis for the prevailing wage determination.

(G) Wage rates, training contributions and apprenticeship contributions. Apprenticeship rates shall be determined by the Director of Industrial Relations using apprentice wage standards set forth in the collective bargaining agreement and/or approved by the California Apprenticeship Council. A contractor or subcontractor on a public works contract must pay training fund contributions or apprenticeship contributions in one of the following manners:

1. into the appropriate craft apprenticeship program in the area of the site of the public work; or

2. (if the trust fund is unable to accept such contributions) an equivalent amount shall be paid to the California Apprenticeship Council (CAC) administered by DAS.

3. If neither of the above will accept the funds, cash pay shall be as provided for in Section 16200(a)(3)(I) of these regulations.

(H) Rates for helpers. Rates for helpers will be published when the information available to the Director indicates that a practice of using such a subclassification prevails in a particular area, such as contained in a collective bargaining agreement, and within the parameters of the applicable collective bargaining agreement. In the absence of such determination, the helper classification may not be used as a substitute for a journeyman or apprentice.

## CALIFORNIA CODE OF REGULATIONS – DIR: PUBLIC WORKS

This section does not exempt the contractor from the 1-5 apprentice-journeyman ratio requirements set forth in Labor Code Section 1777.5.

(I) Credit Available For Actual Payment of Fringe Benefit Costs up to the Prevailing Amount. The contractor obligated to pay the full prevailing rate of per diem wages may take credit for amounts up to the total of all fringe benefit amounts listed as prevailing in the appropriate wage determination. This credit may be taken only as to amounts which are actual payments under Employer Payments Section 16000(1)-(3). In the event the total of Employer Payments by a contractor for the fringe benefits listed as prevailing is less than the aggregate amount set out as prevailing in the wage determination, the contractor must pay the difference directly to the employee. No amount of credit for payments over the aggregate amount of employer payments shall be taken nor shall any credit decrease the amount of direct payment of hourly wages of those amounts found to be prevailing for straight time or overtime wages.

(b) Federal Rates. In reviewing rates predetermined for federal public works, the Director will consider those rates published pursuant to the Davis-Bacon Act.

(c) Data collection shall be in accordance with Labor Code Section 1773.

(d) Wage rate factors.

Note: Wage surveys are conducted by DLSR.

(1) The following factors shall be considered:

(A) Type of work to be performed;

(B) Classification(s) of worker(s) needed;

(C) Geographical area of project;

(D) Nearest labor market area;

(E) If work has been performed in the geographical area in the past 12 months.

(F) Mobility of craft, classification, or type of worker needed for project;

(G) Number of workers in craft or job classification;

(H) Normal industry practice in selection of craft and classification of worker;

(I) Size (dollar amount) of project;

(J) Degree of project's remoteness from survey area.

(2) Time period used in determining prevailing wage

by survey. The time period reference for establishing the prevailing wage in the area of determination shall be the 12-month period prior to the request for a wage determination unless another time period is necessary. In such cases, the Director shall establish the appropriate time period.

(e) Other information. Pursuant to Section 1773 of the Labor Code, the Director may also obtain and consider other data from interested parties, and shall give consideration to data submitted by any interested party, concerning rates actually paid on public or private projects under construction or recently completed in the locality and in the nearest labor market area. Such data may be obtained by holding a hearing, instituting an investigation, or by such other means as the Director determines will best serve the purposes of the law. Information submitted by interested parties for the Director's consideration shall include, but not be limited to the following for each project:

(1) the name, address, job title, and telephone number of the interested party submitting the information and the basis for qualification as an interested party under Section 16102;

(2) the basic hourly wage rate, overtime and holiday pay rates, and employer payments as enumerated in Section 16000 of these regulations for each classification in question as effective for the last payroll period, or most recent payroll period, for which payments based on such rates were actually made;

(3) the number of workers employed on the project in each classification in question during the payroll period for which data is submitted;

(4) the location of the project;

(5) the name and address of the contractor or subcontractor making the payments, and of all other contractors or subcontractors on the project;

(6) the type of construction (e.g. residential, commercial building, etc.);

(7) the approximate cost of construction;

(8) the beginning date and completion date, or estimated completion date of the project;

(9) the source of data (e.g. "payroll records");

(10) the method of selection of the projects for which data is submitted, when data is not submitted for all projects recently completed or in progress in the locality or in the nearest labor market area.

NOTE: Authority cited: Sections 1773 and 1773.5, Labor Code. Reference: Sections 1770, 1771, 1773,



1773.1, 1773.5, 1773.8, 1777.5, 1810 and 1815, Labor Code.

#### HISTORY

1. Order of Repeal of subsection (a)(3)(E) filed 8-24-88 by OAL pursuant to Government Code section 11340.15 (Register 88, No. 35).

2. Amendment of subsections (a)(1), (a)(3) and (b) filed 2-20-92; operative 3-23-92 (Register 92, No. 13).

3. Repealer of subsection (a)(3)(B), subsection relettering, and amendment of newly designated subsections (a)(3)(B), (a)(3)(D), and (a)(3)(F)(3) filed 12-27-96; operative 1-26-97 (Register 96, No. 52).

4. Amendment of subsection (b) filed 12-27-96; operative 1-26-97 (Register 96, No. 52).

5. Change without regulatory effect repealing 12-27-96 amendments filed 2-19-99 (Register 99, No. 8). Pursuant to Sacramento Superior Court Order Issued 6-4-97 in Case 97CS 00471 the amendments filed 12-27-96 and effective 1-27-97 were invalidated and the prior regulations were reinstated.

#### **§16201. General Area Determinations.**

When the Director determines that the general prevailing rate of per diem wages for a particular craft, classification, or type of worker is uniform throughout an area, the Director shall issue a determination enumerated county by county, but covering the entire area. Such determinations will ordinarily be made for an entire county or group of counties and shall constitute the Director's determination for all localities in which public work is performed within that county or counties except as the geographic application of the determination may be specifically limited by the determination itself.

NOTE: General determinations are usually issued on a quarterly basis. However, the Director may issue an interim wage determination following the procedures set forth in Section 1773 of the Labor Code, and in these regulations. See Section 16000 as to issue date, and Section 16204 as to effective date of determination. The general determination usually applies where a collective bargaining agreement has been filed and adopted as the prevailing wage rate.

NOTE: Authority cited: Sections 1773.5 and 1773.6, Labor Code. Reference: Section 1773, Labor Code.

#### **§16202. Special Determinations.**

(a) Awarding body request. The awarding body shall request the Director to make a determination for a particular craft, classification or type of worker not covered by a general determination. Any such request shall be submitted at least 45 days prior to the bid advertisement date.

(b) Department of Industrial Relations initiated determination. Where an awarding body does not

specify the prevailing wage rate as set forth in Labor Code Section 1773.2, any interested party (as defined in Section 16000 of these regulations) may petition the Director as set forth in Labor Code Section 1773.4 and Section 16302 of these regulations. The Labor Commissioner may, prior to the letting of the bid, request such a determination of the Director.

NOTE: Authority cited: Section 1773.5, Labor Code. Reference: Sections 1770, 1773 and 1773.4, Labor Code.

#### **§16203. Format.**

(a) All determinations made by the Director of the general prevailing rate of per diem wages for a particular craft, classification, or type of worker will separately specify each of the following components:

(1) The prevailing basic straight-time hourly wage rate.

(2) The following statement when applicable: "In accordance with Labor Code Section 1773, holidays upon which the prevailing hourly wage rate for holiday work shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of workers employed on the project, which is on file with the Director of Industrial Relations."

(3) The prevailing employer payments for benefits included in the general prevailing rate of per diem wages pursuant to Section 1773.1 of the Labor Code and enumerated in Section 16000 of these regulations.

(4) The following statement when applicable. "The contractor shall make travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Director of Industrial Relations in accordance with Labor Code Section 1773.8."

(b) Where the prevailing employer payment for any benefit is expressed in a formula or method of payment other than an hourly rate the Director may convert the rate to an hourly rate whenever such action would facilitate the administration of the law.

(c) The applicability of the apprentice rate of per diem wages shall be indicated and furnished upon request.

(d) The dates between which the applicable rate shall be paid for work performed in those periods shall be indicated.

(e) As a supplement to each determination the Director shall make available to any awarding body upon request, a list of all holidays recognized and the provision for travel and subsistence payments, taken from the applicable collective bargaining agreement.

NOTE: Authority cited: Section 1773.5, Labor Code. Reference: Section 1773.5, Labor Code.

**§16204. Effective Dates of Determination and of Rates Within Determination.**

**(a) Effective Date of Determination.**

(1) All determinations issued will be effective ten (10) days after issuance, provided that requests for copies, reprints or reissuance of prior determinations shall not affect the original effective date unless a new effective date is reflected upon the determination (see subdivision (3) below). Any call for bids put out on or after the effective date of the determination must reflect that determination unless the Director determines that subdivision (4) of this section is applicable, after notification and request by an awarding body.

(2) Determinations issued by the Director will show an issue date and will ordinarily show an expiration date.

(3) All determinations will remain in effect until their expiration date or until modified, corrected, rescinded or superseded by the Director.

(4) Determinations modified, corrected, rescinded or superseded on the basis of information contained in copies of collective bargaining agreements filed with the Department shall not be effective as to any project in which a call for bids takes place less than 30 days after the filing of the agreement.

Note: See Section 1773.1 of the Labor Code.

(5) It shall be the responsibility of the awarding body to ensure that the correct determination is used.

(b) Modification of Effective Date of Determination by Asterisks. Meaning of single and double asterisks. Prevailing wage determinations with a single asterisk (\*) after the expiration date which are in effect on the date of advertisement for bids remain in effect for the life of the project. Prevailing wage determinations with double asterisks (\*\*) after the expiration date indicate that the basic hourly wage rate, overtime and holiday pay rates, and employer payments to be paid for work performed after this date have been predetermined. If work is to extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. The contractor should contact the Prevailing Wage Unit, DLSR, or the awarding body to obtain predetermined wage changes. All determinations that do not have double asterisks (\*\*) after the expiration date remain in effect for the life of the project.

NOTE: Authority cited: Section 1773.5, Labor Code. Reference: Sections 1770, 1773 and 1773.1, Labor Code.

**HISTORY**

1. Amendment of subsections (a)(3) and (b) filed 2-20-92; operative 3-23-92 (Register 92, No. 13).

2. Amendment of subsection (a)(3), repealer and new subsection (b) and amendment of Note filed 12-27-96; operative 1-26-97 (Register 96, No. 52).

3. Change without regulatory effect repealing 12-27-96 amendments to section and Note filed 2-19-99 (Register 99, No. 8). Pursuant to Sacramento Superior Court Order Issued 6-4-97 in Case 97CS 00471 the amendments filed 12-27-96 and effective 1-27-97 were invalidated and the prior regulations were reinstated.

**§16205. Procedures for Obtaining Prevailing Wage Determinations.**

An awarding body may request to be put on a mailing list for all area wage determinations for a specific county or counties or may request that a special or general prevailing wage determination be furnished when needed, by writing to Chief, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142. All requests for special prevailing wage determinations must be confirmed in writing and must specify the location where the public work is to be performed, including the county and the particular crafts, classifications, or types of workers for which a determination is needed.

NOTE: Authority cited: Section 1773.5, Labor Code. Reference: Sections 1770 and 1773, Labor Code.

**HISTORY**

1. Amendment filed 2-20-92; operative 3-23-92 (Register 92, No. 13).

**§16206. Corrections.**

Upon his or her own initiative or at the request of any interested party, the Director shall correct any error in a published determination that is the result of clerical error, such as a typographical error or a transposition of letters or digits, by issuing a corrected determination or a modification of the determination. The Director may correct any error issued in a determination by reissuing such determination.

NOTE: Authority cited: Section 1773.5, Labor Code. Reference: Sections 1770 and 1773, Labor Code.

**§16300. Delegation of Authority.**

(a) The Chief of DLSR is the authorized representative of the Director for the purpose of:

- (1) Receiving collective bargaining agreements and other documents and papers pertaining to making prevailing wage determinations under Part 7, Chapter 1, Article 2 of the Labor Code and these regulations;
- (2) Gathering information needed to make prevailing wage determinations under Part 7, Chapter 1, Article 2 of the Labor Code and these regulations, and may for that purpose institute investigations, conduct hearings, or employ such other means as shall best serve the purpose of the law;

(3) Issuing prevailing wage determinations under Part 7, Chapter 1, Article 2 of the Labor Code and these regulations; and

(4) Responding to petitions regarding determinations.

(b) The Director reserves the right to make all final determinations.

NOTE: Authority cited: Section 1773.5, Labor Code.  
Reference: Sections 1770, 1771, 1772, 1773 et seq., 1774, 1775, 1776, 1777, 1777.5 et seq., 1778, 1779 and 1780, Labor Code.

---

**§16301. Referral of Prevailing Wage Issues to Director's Office.**

---

Any new or unresolved issue other than of a routine nature as to coverage of or amount of the prevailing wage raised by an awarding body or other interested party may be referred to the Chief of DLSR as the Director's duly authorized representative for final determination, including appeals of any determination relating either to coverage or to the rate of the prevailing wage rate, subject only to Section 16300(b) of these regulations.

NOTE: Authority cited: Section 1773.5, Labor Code.  
Reference: Section 1773.4, Labor Code.

---

**§16302. Petition to Review Prevailing Wage Determinations.**

---

Those interested parties enumerated in Section 1773.4 of the Labor Code, and defined in Section 16000 of these regulations, may file with the Director or the Chief of DLSR, within 20 days after commencement of advertising of a call for bids by any awarding body, a petition to review a determination of any rate or rates made by the Director, pursuant to Section 1773 of the Labor Code, which is specified in or referred to in the call for bids.

(a) Manner of Filing. Every petition filed pursuant to Section 1773.4 of the Labor Code shall be filed with the Director by mail to the Chief, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142, or may be filed in person at 455 Golden Gate Avenue, 5th Floor, San Francisco, CA 94102.

(b) Filing. Where any paper, letter, petition, or document is required or permitted to be filed pursuant to these regulations or pursuant to the prevailing wage provisions of the Labor Code, it shall be deemed filed with any person, awarding body or division upon actual delivery to and receipt by such person, awarding body, or division.

(c) Content of Petition. Every petition filed pursuant to Section 1773.4 of the Labor Code shall contain and separately state the following:

(1) The name, address, telephone number and job title of:

(A) the person filing the petition;

(B) the person verifying the petition, if different from the person filing;

(C) if applicable, petitioner's attorney or authorized representative.

(2) Whether the petitioner is an awarding body, a prospective bidder, or the representative of one or more crafts, classifications or types of workers involved in the public works contract;

(3) The nature of petitioner's business, if a prospective bidder, and a designation of each craft, classification, or type of worker represented, or types of workers involved in the public works project.

(4) (A) the official name of the awarding body;

(B) the date on which the call for bids was first published;

(C) the name and location of the newspaper in which such publication was made. An accurate copy of the call for bids as published shall be attached to the petition.

(5) If petitioner is an awarding body which is a department, board, authority or political subdivision other than a county, city and county, city, township, or regional district, the awarding body shall describe the parent or principal organization of which it is a part, and shall specify the statutory authority for undertaking public works.

(6) If the petitioner is a prospective bidder, then the parent or subsidiary corporations or associations related to such craft, classification or type of work, if any, shall be specified.

(7) The manner in which the wage rate determined by the Director fails to comply with the provisions of Labor Code Section 1773.

(A) Every petition asserting that the applicable prevailing rate for one or more crafts, classifications or types of workers needed to execute a contract is different from that ascertained by the Director shall set forth the rate the petitioner claims to be correct for each disputed rate, together with specific reference to particular facts providing the basis for such claim.

1. Whenever such facts relate to a particular employer of such crafts, classifications, or types of workers, the facts stated must identify the employer by name and address and give the number of workers involved.

2. Whenever such facts relate to an applicable collective bargaining agreement which the petitioner alleges was not considered by the Director pursuant to Section 1773 of the Labor Code, a copy of the agreement, if not already filed with the Director, should be filed concurrently with the petition in the manner provided in Section 16200(a)(1) of these regulations.

3. Whenever such facts relate to rates actually paid on public or private projects under construction or recently completed in the locality and in the nearest labor market area, the facts stated should include all of the items of information enumerated in Section 16200(e) of these regulations.

(B) Every petition asserting that the Director has failed to ascertain and consider all applicable rates required to be considered by it shall specifically state in the petition which rates have not been considered by the Director.

(C) Where rates ascertained by the Director are the same as the applicable rates established by the collective bargaining agreement and rates of pay

determined for federal public works within the locality and the nearest labor market area where the public work is performed, the petition shall specifically describe the manner and extent to which such rates do not constitute the rates actually prevailing in the locality where the public work is to be performed, and shall set forth and fully identify the existence of any rates asserted by petitioner to be prevailing in the locality and relied upon in support of the petition.

(d) Filing Copy With Awarding Body. If the petitioner is not an awarding body, the petitioner may concurrently with the filing of the original petition, or otherwise shall within two days thereafter, excluding Saturdays, Sundays and holidays, file a copy of the petition with the awarding body and not later than five days, excluding Saturdays, Sundays and holidays, after the filing of the original petition, the petitioner shall file with the Chief of DLSR an affidavit of the filing with the awarding body. The Director may waive this requirement upon receipt of written confirmation, including a copy of such notification by the petitioner.

NOTE: Authority cited: Section 1773.5, Labor Code. Reference: Sections 1773, 1773.1, 1773.4, 1773.5, 1773.8 and 1776, Labor Code.

#### HISTORY

1. Amendment of subsection (a) filed 2-20-92; operative 3-23-92 (Register 92, No. 13).

#### **§16303. Quasi-Legislative Nature of Authority.**

(a) The authority of the Director to establish the prevailing wage for any craft, classification, or type of worker is quasi-legislative. The Director has the discretion to establish these prevailing wages in a quasi-legislative manner which may include an investigation, hearing, or other action. Any hearing under this process is quasi-legislative and is subject to review pursuant to the Code of Civil Procedure Section 1085.

(b) The Director may in his or her discretion initiate an investigation or hold a hearing or take such other action as is reasonably necessary which would best effectuate the purposes of the law and of these regulations, except as such action may be expressly prohibited by law.

NOTE: Authority cited: Section 1773.5, Labor Code; and Winzler & Kelly (1981) 121 C.A. 3d 120; Western Assn. of Engineers & Land Surveyors v. DIR, Judicial Council Coord. Proceeding No. 449, Sac. Superior Court No. 285433. Reference: Sections 1770, 1773 and 1773.4, Labor Code; and Section 1085, Code of Civil Procedure.

#### **§16304. Hearings.**

When a hearing is held, including a petition to review under Labor Code Section 1773.4, it shall be in accordance with the following procedures:

(a) Hearing Procedures.

(1) A time and place of the hearing shall be fixed.

(2) All interested parties made known to the Director shall be notified by registered or certified mail, return

receipt requested, of the time and place of the hearing except that, in the event of numerous interested parties or in the event that mailing notices by registered or certified mail could cause an undue delay adverse to the interest of the parties or a timely hearing, the Director may send certified or registered notices to the petitioner and other directly interested parties that have been made known to the Director and mail notices to the other parties, and publish such notices in newspapers.

(3) Notification of the time and place of the hearing shall be at least one week in advance.

(4) The interested parties shall be given an opportunity to present evidence and oral or written arguments in support of their positions. The hearing officer may fairly allocate time for such witnesses' testimony in the interest of introducing relevant evidence. Cross examination will be permitted at the discretion of the hearing officer.

(5) The hearing need not be conducted according to technical rules relating to evidence and witnesses.

(6) All witnesses testifying before the hearing officer shall testify under oath.

(7) A full transcript of the hearing shall be recorded.

(b) Hearing Officer. The Director may appoint a hearing officer(s). The appointed hearing officer(s) shall conduct the hearing and submit to the Director the entire record of the hearing together with written recommendations. Either the appointed hearing officer(s) or the Director may request documentation subsequent to the hearing to complete the record, and shall send copies of such additional information to the petitioner, awarding body or other designated interested party or parties.

(c) Subject Matter. The subject matter of a hearing may be initiated by a petition to review, as set forth in Labor Code Section 1773.4.

(d) Decision. The decision of the Director shall reflect a summary of the evidence, findings, or matters of fact and/or law.

The decision shall be sent to all parties no later than 20 days after the hearing, except earlier or later as special circumstances warrant. The decision of the Director shall be final, for the purposes of judicial review, except that the Director upon his or her initiative only, may consider and take whatever action is appropriate or necessary to facilitate a decision on reconsideration. Notice of reconsideration shall be given to all parties in the same manner as the notice of hearings as specified in Sections 16304(a)(2) and (a)(3) above and the decision upon reconsideration shall be as specified in subdivisions (a)(2) and (a)(3) of this section.

NOTE: Authority cited: Section 1773.5, Labor Code. Reference: Sections 1773.4 and 1773.5, Labor Code.

#### **§16400. Request for Payroll Records.**

(a) Requests may be made by any person for certified copies of payroll records. Requests shall be made to any of the following:

(1) the body awarding the contract, or

(2) any office of the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards.

(b) Requests for certified copies of payroll records pursuant to Section 1776 of the Labor Code may be made by any person. However, any such request shall be in writing and contain at least the following information:

- (1) The body awarding the contract;
- (2) The contract number and/or description;
- (3) The particular job location if more than one;
- (4) The name of the contractor;
- (5) The regular business address, if known.

NOTE: Requests for records of more than one contractor or subcontractor must list the information regarding that contractor individually, even if all requests pertain to the same particular public works project. Blanket requests covering an entire public works project will not be accepted; unless contractor and subcontractor responsibilities regarding the project are not clearly defined.

(c) Acknowledgment of Request. The public entity receiving a request for payroll records shall acknowledge receipt of such, and indicate the cost of providing the payroll records based on an estimate by the contractor, subcontractor or public entity. The acknowledgment of the receipt of said request for payroll records may be accomplished by the public entity's furnishing a copy of its written correspondence requesting certified copies of the payroll records sent to the specific contractor pursuant to Section 16400(d) below, to the person who requested said records.

(d) Request to Contractor. The request for copies of payroll records by the requesting public entity shall be in any form and/or method which will assure and evidence receipt thereof. The request shall include the following:

- (1) Specify the records to be provided and the form upon which the information is to be provided;
- (2) Conspicuous notice of the following:
  - (A) that the person certifying the copies of the payroll records is, if not the contractor, considered as an agent acting on behalf of the contractor; and
  - (B) that failure to provide certified copies of the records to the requesting public entity within 10 working days of the receipt of the request will subject the contractor to a penalty of twenty-five (\$25.00) dollars per calendar day or portion thereof for each worker until strict compliance is effectuated;
- (3) Cost of preparation as provided in Section 16402; and
- (4) Provide for inspection.

(e) Inspection of Payroll Records. Inspection of the original payroll records at the office of the contractor(s) pursuant to subdivision (b) of Section 1776 of the Labor Code shall be limited to the public entities upon reasonable written or oral notice.

NOTE: Authority cited: Sections 54, 1773.5 and 1776, Labor Code. Reference: Sections 1773.5 and 1776, Labor Code.

#### **§16401. Reporting of Payroll Requests.**

(a) Reporting Format. The format for reporting of payroll records requested pursuant to Labor Code Section 1776 shall be on a form provided by the public entity. Copies of the forms may be procured at any office of the Division of Labor Standards Enforcement (DLSE) throughout the state and/or: Division of Labor Statistics & Research P.O. Box 420603 San Francisco, CA 94101

ATTENTION: Prevailing Wage Unit

Acceptance of any other format shall be conditioned upon the requirement that the alternate format contain all of the information required pursuant to Labor Code Section 1776. If, however, the contractor does not comply with the provisions of Labor Code Section 1776, the Labor Commissioner may require the use of DIR's suggested format, "Public Works Payroll Reporting Form" (Form A-1-131).

(b) Words of Certification. The form of certification shall be as follows: I, \_\_\_\_\_ (Name-print) the undersigned, am \_\_\_\_\_ (position in business) with the authority to act for and on behalf of \_\_\_\_\_, (name of business and/or contractor) certify under penalty of perjury that the records or copies thereof submitted and consisting of \_\_\_\_\_ (description, no. of pages) are the originals or true, full and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named. Date: \_\_\_\_\_

Signature: \_\_\_\_\_

A public entity may require a more strict and/or more extensive form of certification.

NOTE: Authority cited: Sections 54 and 1773.5, Labor Code. Reference: Section 1776, Labor Code.

#### **§16402. Cost.**

The cost of preparation to each contractor, subcontractor, or public entity when the request was made shall be provided in advance by the person seeking the payroll record. Such cost shall be \$1 for the first page of the payroll record and 25 cents for each page thereafter, plus \$10 to the contractor or subcontractor for handling costs. Payment in the form of cash, check or certified money order shall be made prior to release of the documents to cover the actual costs of preparation.

NOTE: Authority cited: Section 1776, Labor Code. Reference: Section 1776(h), Labor Code.

#### **§16403. Privacy Considerations.**

(a) Records received from the employing contractor shall be kept on file in the office or entity that processed the request for at least 6 months following completion and acceptance of the project. Thereafter, they may be destroyed unless administrative, judicial or other pending litigation, including arbitration, mediation or other methods of dispute resolution, are

in process. Copies on file shall not be obliterated in the manner prescribed in subdivision (b) below;

(b) copies provided to the public upon written request shall be marked, obliterated or provided in such a manner that the name, address and Social Security number, and other private information pertaining to each employee cannot be identified. All other information including identification of the contractor shall not be obliterated;

(c) the public entity may affirm or deny that a person(s) was or is employed on a public works contract (by a specific contractor) when asked, so long as the entity requires such information of an identifying nature which will reasonably preclude release of private or confidential information.

NOTE: Authority cited: Sections 54, 1773.5 and 1776, Labor Code. Reference: Section 1776, Labor Code.

#### **§16410. Definitions.**

As used in these regulations, the terms "awarding body," "contractor," and "subcontractor" shall have the same meaning as in Part 7 of Division 2 of the Labor Code. The term "affected subcontractor" shall mean a subcontractor whose alleged failure to pay the prevailing wage or to otherwise comply with the provisions of Labor Code §§ 1720-1815 resulted in the withholding of funds pursuant to Labor Code § 1727.

#### **NOTE**

Authority cited: Section 1773.5, Labor Code. Reference: Sections 1727, 1730, 1731, 1732, 1733, 1775, 1776(g) and 1813, Labor Code.

#### **HISTORY**

1. New article 7 (sections 16410-16414) and section filed 2-16-99 as an emergency; operative 2-16-99 (Register 99, No. 8). A Certificate of Compliance must be transmitted to OAL by 6-16-99 or emergency language will be repealed by operation of law on the following day.

2. New article 7 (sections 16410-16414) and section refiled 6-14-99 as an emergency; operative 6-14-99 (Register 99, No. 25). A Certificate of Compliance must be transmitted to OAL by 10-12-99 or emergency language will be repealed by operation of law on the following day.

3. New article 7 (sections 16410-16414) and section refiled 10-4-99 as an emergency; operative 10-4-99 (Register 99, No. 41). A Certificate of Compliance must be transmitted to OAL by 2-1-2000 or emergency language will be repealed by operation of law on the following day.

4. New article 7 (sections 16410-16414) and section refiled 1-20-2000 as an emergency; operative 2-2-2000 (Register 2000, No. 3). A Certificate of Compliance must be transmitted to OAL by 6-1-2000 or emergency language will be repealed by operation of law on the following day.

5. Certificate of Compliance as to 1-20-2000 order transmitted to OAL 3-29-2000 and filed 5-4-2000 (Register 2000, No. 18).

#### **§16411. Notice to Contractor and Affected Subcontractor.**

(a) Upon the decision to withhold, retain or forfeit any sum from a payment due to a contractor as permitted by Labor Code § 1727, the Division of Labor Standards Enforcement shall give written notice to the awarding body, the contractor, and to any affected subcontractor, of the withholding, retention, or forfeiture.

(b) Said notice shall include the following information:

(1) The amount to be withheld, retained or forfeited.

(2) A short statement of the factual basis upon which said amount is to be withheld, retained, or forfeited, including, but not limited to, the computation of any wages found to be due, and the computation of any penalties assessed under Labor Code § 1775.

(3) Notice of the right to request a hearing under these regulations, and of the manner in which, and the time within which a hearing must be requested.

(c) Said notice shall be sent by certified mail to the last known address of the contractor, and to the last known address of any affected subcontractor. The records of the State Contractors' License Board may be used to determine the address of a contractor or affected subcontractor.

#### **NOTE**

Authority cited: Section 1773.5, Labor Code. Reference: Sections 1727, 1730, 1731, 1732, 1733, 1775, 1776(g) and 1813, Labor Code.

#### **HISTORY**

1. New section filed 2-16-99 as an emergency; operative 2-16-99 (Register 99, No. 8). A Certificate of Compliance must be transmitted to OAL by 6-16-99 or emergency language will be repealed by operation of law on the following day.

2. New section refiled 6-14-99 as an emergency; operative 6-14-99 (Register 99, No. 25). A Certificate of Compliance must be transmitted to OAL by 10-12-99 or emergency language will be repealed by operation of law on the following day.

3. New section refiled 10-4-99 as an emergency; operative 10-4-99 (Register 99, No. 41). A Certificate of Compliance must be transmitted to OAL by 2-1-2000 or emergency language will be repealed by operation of law on the following day.

4. New section refiled 1-20-2000 as an emergency; operative 2-2-2000 (Register 2000, No. 3). A Certificate of Compliance must be transmitted to OAL by 6-1-2000 or emergency language will be repealed by operation of law on the following day.

5. Certificate of Compliance as to 1-20-2000 order transmitted to OAL 3-29-2000 and filed 5-4-2000 (Register 2000, No. 18).

#### **§16412. Withholding, Retention, or Forfeiture.**

(a) When notice has been sent as provided in section 16411, above, the awarding body shall proceed to withhold, retain, or forfeit the amount stated in the notice, pursuant to Labor Code § 1727. Such withholding, retention, or forfeiture shall be subject to

the right of a contractor or affected subcontractor to request a hearing, as provided in section 16413, below, and further subject to the right of a contractor or a contractor's assignee to bring suit against the awarding body as provided by Labor Code §§ 1731-1733.

(b) Nothing in these regulations shall extend, or affect in any way, the statutory time limits provided by Labor Code §§ 1731-1733.

**NOTE**

Authority cited: Section 1773.5, Labor Code. Reference: Sections 1727, 1730, 1731, 1732, 1733, 1775, 1776(g) and 1813, Labor Code.

**HISTORY**

1. New section filed 2-16-99 as an emergency; operative 2-16-99 (Register 99, No. 8). A Certificate of Compliance must be transmitted to OAL by 6-16-99 or emergency language will be repealed by operation of law on the following day.
2. New section refiled 6-14-99 as an emergency; operative 6-14-99 (Register 99, No. 25). A Certificate of Compliance must be transmitted to OAL by 10-12-99 or emergency language will be repealed by operation of law on the following day.
3. New section refiled 10-4-99 as an emergency; operative 10-4-99 (Register 99, No. 41). A Certificate of Compliance must be transmitted to OAL by 2-1-2000 or emergency language will be repealed by operation of law on the following day.
4. New section refiled 1-20-2000 as an emergency; operative 2-2-2000 (Register 2000, No. 3). A Certificate of Compliance must be transmitted to OAL by 6-1-2000 or emergency language will be repealed by operation of law on the following day.
5. Certificate of Compliance as to 1-20-2000 order transmitted to OAL 3-29-2000 and filed 5-4-2000 (Register 2000, No. 18).

**§ 16413. Request for Hearing.**

(a) A contractor or subcontractor desiring a hearing regarding the withholding, retention, or forfeiture of an amount may request such a hearing by letter postmarked within 30 days of the date of the mailing of the notice provided by section 16411, above, mailed to the awarding body, and to:

**DIVISION OF LABOR STANDARDS  
ENFORCEMENT  
LEGAL SECTION**

**455 GOLDEN GATE AVENUE, 9TH FLOOR  
SAN FRANCISCO, CALIFORNIA 94102**

(b) A request for hearing shall contain a statement of all factual and legal grounds upon which the withholding is contested, identifying the specific element or elements, issue or issues, being contested, including, but not limited to:

- (1) the classification of workers included in the computation of wages found to be due;
- (2) the hours worked by such workers;
- (3) the prevailing wage requirements applicable to such classifications;
- (4) the amounts paid to such workers;

LCM

PA504.1 – MTA CONTROLLED

B-16

(5) the assessment and computation of statutory penalties;

(6) any erroneous mathematical calculations.

Assertions of fact included in the statement shall be supported by documentary evidence, e.g., time cards, canceled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other evidence which reflect job assignments, work schedules by days and hours, and evidence of the disbursement by way of cash, check, or in whatever form or manner, of funds to a person or persons by job classification and/or skill, and, if appropriate, declarations under penalty of perjury.

**NOTE**

Authority cited: Section 1773.5, Labor Code. Reference: Sections 1727, 1730, 1731, 1732, 1733, 1775, 1776(g) and 1813, Labor Code.

**HISTORY**

1. New section filed 2-16-99 as an emergency; operative 2-16-99 (Register 99, No. 8). A Certificate of Compliance must be transmitted to OAL by 6-16-99 or emergency language will be repealed by operation of law on the following day.
2. New section refiled 6-14-99 as an emergency; operative 6-14-99 (Register 99, No. 25). A Certificate of Compliance must be transmitted to OAL by 10-12-99 or emergency language will be repealed by operation of law on the following day.
3. New section refiled 10-4-99 as an emergency; operative 10-4-99 (Register 99, No. 41). A Certificate of Compliance must be transmitted to OAL by 2-1-2000 or emergency language will be repealed by operation of law on the following day.
4. New section refiled 1-20-2000 as an emergency; operative 2-2-2000 (Register 2000, No. 3). A Certificate of Compliance must be transmitted to OAL by 6-1-2000 or emergency language will be repealed by operation of law on the following day.
5. Certificate of Compliance as to 1-20-2000 order transmitted to OAL 3-29-2000 and filed 5-4-2000 (Register 2000, No. 18).

**§ 16414. Hearing.**

(a) Upon receipt of a timely request for a hearing, the Labor Commissioner, or his or her deputy or agent shall, within 30 days, hold a hearing to determine whether reasonable cause exists to withhold and retain the funds identified in the notice provided under section 16411, above.

(b) The hearing date may be continued at the request of the party seeking the hearing upon a showing of good cause.

(c) The burden of proof at such hearing shall be as provided in Labor Code § 1733.

(d) Within 15 days after the conclusion of the Hearing the Hearing Officer shall issue a decision which affirms, modifies or dismisses the Notice to Withhold. This decision shall consist of a notice of findings, findings, and an order which shall be served on the awarding body and on all parties to the hearing by first class mail at the last known address of the parties

REVISION 2

10.22.02



on file with the Labor Commissioner. The awarding body shall promptly abide by any decision of the Labor Commissioner with respect to the notice to withhold.

(e) The hearing pursuant to this section shall only determine whether reasonable cause exists for the withholding, retention, or forfeiture of funds pursuant to Labor Code § 1727. A hearing pursuant to this section shall not be deemed to be dispositive as to the contractor's (or affected subcontractor's) compliance with prevailing wage laws. Any decision rendered shall have no res judicata or collateral estoppel effect, and will not preclude the Labor Commissioner from pursuing any action provided by Labor Code § 1775 or any other statutory or common law remedy against any party. Neither the failure of a party to request a hearing nor the Labor Commissioner's decision after a hearing shall preclude the contractor or affected subcontractor from pursuing any other remedy provided by existing law.

**NOTE**

Authority cited: Section 1773.5, Labor Code.  
Reference: Sections 1727, 1730, 1731, 1732, 1733, 1775, 1776(g) and 1813, Labor Code.

**HISTORY**

1. New section filed 2-16-99 as an emergency; operative 2-16-99 (Register 99, No. 8). A Certificate of Compliance must be transmitted to OAL by 6-16-99 or emergency language will be repealed by operation of law on the following day.

2. New section refiled 6-14-99 as an emergency; operative 6-14-99 (Register 99, No. 25). A Certificate of Compliance must be transmitted to OAL by 10-12-99 or emergency language will be repealed by operation of law on the following day.

3. New section refiled 10-4-99 as an emergency, including amendment of subsection (d); operative 10-4-99 (Register 99, No. 41). A Certificate of Compliance must be transmitted to OAL by 2-1-2000 or emergency language will be repealed by operation of law on the following day.

4. New section refiled 1-20-2000 as an emergency; operative 2-2-2000 (Register 2000, No. 3). A Certificate of Compliance must be transmitted to OAL by 6-1-2000 or emergency language will be repealed by operation of law on the following day.

5. Certificate of Compliance as to 1-20-2000 order, including amendment of subsection (d), transmitted to OAL 3-29-2000 and filed 5-4-2000 (Register 2000, No. 18).





## **APPENDIX C**

**CODE OF FEDERAL REGULATIONS, TITLE 29**

**PUBLIC WORKS REQUIREMENTS**

**IMPLEMENTING REGULATIONS**



## 29 CFR Part 1 – PROCEDURES FOR PREDETERMINATION OF WAGE RATES

[Code of Federal Regulations]  
[Title 29, Volume 1]  
[Revised as of July 1, 2001]  
From the U.S. Government Printing Office via GPO  
Access  
[CITE: 29CFR1.1]

### TITLE 29--LABOR

#### PART 1--PROCEDURES FOR PREDETERMINATION OF WAGE RATES

##### Table of Contents

##### Sec. 1.1 Purpose and scope.

(a) The procedural rules in this part apply under the Davis-Bacon Act (946 Stat. 1494, as amended; 40 U.S.C. 276a-276a-7) and other statutes listed in appendix A to this part which provide for the payment of minimum wages, including fringe benefits, to laborers and mechanics engaged in construction activity under contracts entered into or financed by or with the assistance of agencies of the United States or the District of Columbia, based on determinations by the Secretary of Labor of the wage rates and fringe benefits prevailing for the corresponding classes of laborers and mechanics employed on projects similar to the contract work in the local areas where such work is to be performed. Functions of the Secretary of Labor under these statutes and under Reorganization Plan No. 14 of 1950 (64 Stat. 1267, 5 U.S.C. appendix), except those assigned to the Administrative Review Board (see 29 CFR part 7), have been delegated to the Deputy Under Secretary of Labor for Employment Standards who in turn has delegated the functions to the Administrator of the Wage and Hour Division, and authorized representatives.

(b) The regulations in this part set forth the procedures for making and applying such determinations of prevailing wage rates and fringe benefits pursuant to the Davis-Bacon Act, each of the other statutes listed in appendix A, and any other Federal statute providing for determinations of such wages by the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act.

(c) Procedures set forth in this part are applicable, unless otherwise indicated, both to general wage determinations for contracts in specified localities, and to project wage determinations for use on contract work to be performed on a specific project.

[48 FR 19533, Apr. 29, 1983, as amended at 50 FR 49823, Dec. 4, 1985]

##### Sec. 1.2 Definitions. \1\

\1 \These definitions are not intended to restrict the meaning of the terms as used in the applicable statutes.

(a)(1) The prevailing wage shall be the wage paid to the majority (more than 50 percent) of the laborers or mechanics in the classification on similar projects in the area during the period in question. If the same wage is not paid to a majority of those employed in the classification, the prevailing wage shall be the average of the wages paid, weighted by the total employed in the classification.

(2) In determining the prevailing wages at the time of issuance of a wage determination, the Administrator will be guided by paragraph (a)(1) of this section and will consider the types of information listed in Sec. 1.3 of this part.

(b) The term area in determining wage rates under the Davis-Bacon Act and the prevailing wage provisions of the other statutes listed in appendix A shall mean the city, town, village, county or other civil subdivision of the State in which the work is to be performed.

(c) The term Administrator shall mean the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, or authorized representative.

(d) The term agency shall mean the Federal agency, State highway department under 23 U.S.C. 113, or recipient State or local government under title 1 of the State and Local Fiscal Assistance Act of 1972.

[48 FR 19533, Apr. 29, 1983, as amended at 48 FR 50313, Nov. 1, 1983]

##### Sec. 1.3 Obtaining and compiling wage rate information.

For the purpose of making wage determinations, the Administrator will conduct a continuing program for the obtaining and compiling of wage rate information.

(a) The Administrator will encourage the voluntary submission of wage rate data by contractors, contractors' associations, labor organizations, public officials and other interested parties, reflecting wage rates paid to laborers and mechanics on various types of construction in the area. The Administrator may also obtain data from agencies on wage rates paid on construction projects under their jurisdiction. The information submitted should reflect not only the wage rates paid a particular classification in an area, but also the type or types of construction on which such rate or rates are paid, and whether or not such rates were paid on Federal or federally assisted projects subject to Davis-Bacon prevailing wage requirements.

(b) The following types of information may be considered in making wage rate determinations:

(1) Statements showing wage rates paid on projects. Such statements should include the names

## 29 CFR Part 1 – PROCEDURES FOR PREDETERMINATION OF WAGE RATES

and addresses of contractors, including subcontractors, the locations, approximate costs, dates of construction and types of projects, whether or not the projects are Federal or federally assisted projects subject to Davis-Bacon prevailing wage requirements, the number of workers employed in each classification on each project, and the respective wage rates paid such workers.

(2) Signed collective bargaining agreements. The Administrator may request the parties to an agreement to submit statements certifying to its scope and application.

(3) Wage rates determined for public construction by State and local officials pursuant to State and local prevailing wage legislation.

(4) In making wage rate determinations pursuant to 23 U.S.C. 113, the highway department of the State in which a project in the Federal-Aid highway system is to be performed shall be consulted. Before making a determination of wage rates for such a project the Administrator shall give due regard to the information thus obtained.

(5) Wage rate data submitted to the Department of Labor by contracting agencies pursuant to 29 CFR 5.5(a)(1)(ii).

(6) Any other information pertinent to the determination of prevailing wage rates.

(c) The Administrator may initially obtain or supplement such information obtained on a voluntary basis by such means, including the holding of hearings, and from any sources determined to be necessary. All information of the types described in Sec. 1.3(b) of this part, pertinent to the determination of the wages prevailing at the time of issuance of the wage determination, will be evaluated in the light of Sec. 1.2(a) of this part.

(d) In compiling wage rate data for building and residential wage determinations, the Administrator will not use data from Federal or federally assisted projects subject to Davis-Bacon prevailing wage requirements unless it is determined that there is insufficient wage data to determine the prevailing wages in the absence of such data. Data from Federal or federally assisted projects will be used in compiling wage rate data for heavy and highway wage determinations.

[48 FR 19533, Apr. 29, 1983, as amended at 50 FR 4506, Jan. 31, 1985]

### **Sec. 1.4 Outline of agency construction programs.**

To the extent practicable, at the beginning of each fiscal year each agency using wage determinations under any of the various statutes listed in appendix A will furnish the Administrator with a general outline of its proposed construction programs for the coming year indicating the estimated number of projects for which wage determinations will be required, the anticipated types of construction, and the locations of construction. During the fiscal year, each agency will

notify the Administrator of any significant changes in its proposed construction programs, as outlined at the beginning of the fiscal year. This report has been cleared in accordance with FPMR 101-11.11 and assigned interagency report control number 1671-DOL-AN.

### **Sec. 1.5 Procedure for requesting wage determinations.**

(a)(1) Except as provided in paragraph (b) of this section, the Federal agency shall initially request a wage determination under the Davis-Bacon Act or any of its related prevailing wage statutes by submitting Standard Form 308 to the Department of Labor at this address:

U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, Branch of Construction Contract Wage Determination, Washington, DC 20210.

The agency shall check only those classifications on the applicable form which will be needed in the performance of the work. Inserting a note such as "entire schedule" or "all applicable classifications" is not sufficient. Additional classifications needed which are not on the form may be typed in the blank spaces or on a separate list and attached to the form.

(2) In completing SF-308, the agency shall furnish:

(i) A sufficiently detailed description of the work to indicate the type of construction involved. Additional description or separate attachment, if necessary for identification of type of project, shall be furnished.

(ii) The county (or other civil subdivision) and State in which the proposed project is located.

(3) Such request for a wage determination shall be accompanied by any pertinent wage payment information which may be available. When the requesting agency is a State highway department under the Federal-Aid Highway Acts as codified in 23 U.S.C. 113, such agency shall also include its recommendations as to the wages which are prevailing for each classification of laborers and mechanics on similar construction in the area.

(b) Whenever the wage patterns in a particular area for a particular type of construction are well settled and whenever it may be reasonably anticipated that there will be a large volume of procurement in that area for such a type of construction, the Administrator, upon the request of a Federal agency or in his/her discretion, may furnish notice of a general wage determination in the Federal Register when, after consideration of the facts and circumstances involved, the Administrator finds that the applicable statutory standards and those of this part will be met. If there is a general wage determination applicable to the project, the agency may use it without notifying the Department of Labor, Provided, That questions concerning its use shall be referred to the Department of Labor in accordance with Sec. 1.6(b). General wage determinations are

published in the Government Printing Office (GPO) document entitled "General Wage Determinations Issued Under The Davis-Bacon And Related Acts". (See appendix C for publication details and information on how to obtain general wage determinations.)

(c) The time required for processing requests for wage determinations varies according to the facts and circumstances in each case. An agency should anticipate that such processing in the Department of Labor will take at least 30 days.

[48 FR 19533, Apr. 29, 1983, as amended at 48 FR 50313, Nov. 1, 1983; 50 FR 49823, Dec. 4, 1985]

**Sec. 1.6 Use and effectiveness of wage determinations.**

(a)(1) Project wage determinations initially issued shall be effective for 180 calendar days from the date of such determinations. If such a wage determination is not used in the period of its effectiveness it is void. Accordingly, if it appears that a wage determination may expire between bid opening and contract award (or between initial endorsement under the National Housing Act or the execution of an agreement to enter into a housing assistance payments contract under section 8 of the U.S. Housing Act of 1937, and the start of construction) the agency shall request a new wage determination sufficiently in advance of the bid opening to assure receipt prior thereto. However, when due to unavoidable circumstances a determination expires before award but after bid opening (or before the start of construction, but after initial endorsement under the National Housing Act, or before the start of construction but after the execution of an agreement to enter into a housing assistance payments contract under section 8 of the U.S. Housing Act of 1937), the head of the agency or his or her designee may request the Administrator to extend the expiration date of the wage determination in the bid specifications instead of issuing a new wage determination. Such request shall be supported by a written finding, which shall include a brief statement of the factual support, that the extension of the expiration date of the determination is necessary and proper in the public interest to prevent injustice or undue hardship or to avoid serious impairment in the conduct of Government business. The Administrator will either grant or deny the request for an extension after consideration of all of the circumstances, including an examination to determine if the previously issued rates remain prevailing. If the request for extension is denied, the Administrator will proceed to issue a new wage determination for the project.

(2) General wage determinations issued pursuant to Sec. 1.5(b), notice of which is published in the Federal Register, shall contain no expiration date.

(b) Contracting agencies are responsible for insuring that only the appropriate wage determination(s) are incorporated in bid solicitations

and contract specifications and for designating specifically the work to which such wage determinations will apply. Any question regarding application of wage rate schedules shall be referred to the Administrator, who shall give foremost consideration to area practice in resolving the question.

(c)(1) Project and general wage determinations may be modified from time to time to keep them current. A modification may specify only the items being changed, or may be in the form of a supersedeas wage determination, which replaces the entire wage determination. Such actions are distinguished from a determination by the Administrator under paragraphs (d), (e) and (f) of this section that an erroneous wage determination has been issued or that the wrong wage determination or wage rate schedule has been utilized by the agency.

(2)(i) All actions modifying a project wage determination received by the agency before contract award (or the start of construction where there is no contract award) shall be effective except as follows:

(A) In the case of contracts entered into pursuant to competitive bidding procedures, modifications received by the agency less than 10 days before the opening of bids shall be effective unless the agency finds that there is not a reasonable time still available before bid opening, to notify bidders of the modification and a report of the finding is inserted in the contract file. A copy of such report shall be made available to the Administrator upon request. No such report shall be required if the modification is received after bid opening.

(B) In the case of projects assisted under the National Housing Act, modifications shall be effective if received prior to the beginning of construction or the date the mortgage is initially endorsed, whichever occurs first.

(C) In the case of projects to receive housing assistance payments under section 8 of the U.S. Housing Act of 1937, modifications shall be effective if received prior to the beginning of construction or the date the agreement to enter into a housing assistance payments contract is executed, whichever occurs first.

(ii) Modifications to project wage determinations and supersedeas wage determinations shall not be effective after contract award (or after the beginning of construction where there is no contract award).

(iii) Actual written notice of a modification shall constitute receipt.

(3) All actions modifying a general wage determination shall be effective with respect to any project to which the determination applies, if notice of such actions is published before contract award (or the start of construction where there is no contract award), except as follows:

(i) In the case of contracts entered into pursuant to competitive bidding procedures, a modification, notice of which is published less than 10 days before the opening of bids, shall be effective unless the agency finds that there is not a reasonable time still available before bid opening to notify bidders of the

modification and a report of the finding is inserted in the contract file. A copy of such report shall be made available to the Administrator upon request. No such report shall be required if notice of the modification is published after bid opening.

(ii) In the case of projects assisted under the National Housing Act, a modification shall be effective if notice of such modification is published prior to the beginning of construction or the date the mortgage is initially endorsed, whichever occurs first.

(iii) In the case of projects to receive housing assistance payments under section 8 of the U.S. Housing Act of 1937, a modification shall be effective if notice of such modification is published prior to the beginning of construction or the date the agreement to enter into a housing assistance payments contract is signed, whichever occurs first.

(iv) If under paragraph (c)(3)(i) of this section the contract has not been awarded within 90 days after bid opening, or if under paragraph (c)(3)(ii) or (iii) of this section construction has not begun within 90 days after initial endorsement or the signing of the agreement to enter into a housing assistance payments contract, any modification, notice of which is published in the Federal Register prior to award of the contract or the beginning of construction, as appropriate, shall be effective with respect to that contract unless the head of the agency or his or her designee requests and obtains an extension of the 90-day period from the Administrator. Such request shall be supported by a written finding, which shall include a brief statement of the factual support, that the extension is necessary and proper in the public interest to prevent injustice or undue hardship or to avoid serious impairment in the conduct of Government business. The Administrator will either grant or deny the request for an extension after consideration of all the circumstances.

(v) A modification to a general wage determination is "published" within the meaning of this section on the date of publication of notice of such modification in the Federal Register, or on the date the agency receives actual written notice of the modification from the Department of Labor, whichever occurs first.

(vi) A supersedeas wage determination or a modification to an applicable general wage determination, notice of which is published after contract award (or after the beginning of construction where there is no contract award) shall not be effective.

(d) Upon his/her own initiative or at the request of an agency, the Administrator may correct any wage determination, without regard to paragraph (c) of this section, whenever the Administrator finds such a wage determination contains clerical errors. Such corrections shall be included in any bid specifications containing the wage determination, or in any on-going contract containing the wage determination in question, retroactively to the start of construction.

(e) Written notification by the Department of Labor prior to the award of a contract (or the start of construction under the National Housing Act, under

section 8 of the U.S. Housing Act of 1937, or where there is no contract award) that: (1) There is included in the bidding documents or solicitation the wrong wage determination or the wrong schedule or that (2) a wage determination is withdrawn by the Department of Labor as a result of a decision by the Administrative Review Board, shall be effective immediately without regard to paragraph (c) of this section.

(f) The Administrator may issue a wage determination after contract award or after the beginning of construction if the agency has failed to incorporate a wage determination in a contract required to contain prevailing wage rates determined in accordance with the Davis-Bacon Act, or has used a wage determination which by its terms or the provisions of this part clearly does not apply to the contract. Further, the Administrator may issue a wage determination which shall be applicable to a contract after contract award or after the beginning of construction when it is found that the wrong wage determination has been incorporated in the contract because of an inaccurate description of the project or its location in the agency's request for the wage determination. Under any of the above circumstances, the agency shall either terminate and resolicit the contract with the valid wage determination, or incorporate the valid wage determination retroactive to the beginning of construction through supplemental agreement or through change order, Provided That the contractor is compensated for any increases in wages resulting from such change. The method of incorporation of the valid wage determination, and adjustment in contract price, where appropriate, should be in accordance with applicable procurement law.

(g) If Federal funding or assistance under a statute requiring payment of wages determined in accordance with the Davis-Bacon Act is not approved prior to contract award (or the beginning of construction where there is no contract award), the agency shall request a wage determination prior to approval of such funds. Such a wage determination shall be issued based upon the wages and fringe benefits found to be prevailing on the date of award or the beginning of construction (under the National Housing Act, under section 8 of the U.S. Housing Act of 1937 or where there is no contract award), as appropriate, and shall be incorporated in the contract specifications retroactively to that date, Provided, That upon the request of the head of the agency in individual cases the Administrator may issue such a wage determination to be effective on the date of approval of Federal funds or assistance whenever the Administrator finds that it is necessary and proper in the public interest to prevent injustice or undue hardship, Provided further That the Administrator finds no evidence of intent to apply for Federal funding or assistance prior to contract award or the start of construction, as appropriate.

[48 FR 19533, Apr. 29, 1983, as amended at 50 FR 49823, Dec. 4, 1985]

**Sec. 1.7 Scope of consideration.**

(a) In making a wage determination, the area will normally be the county unless sufficient current wage data (data on wages paid on current projects or, where necessary, projects under construction no more than one year prior to the beginning of the survey or the request for a wage determination, as appropriate) is unavailable to make a wage determination.

(b) If there has not been sufficient similar construction within the area in the past year to make a wage determination, wages paid on similar construction in surrounding counties may be considered. Provided That projects in metropolitan counties may not be used as a source of data for a wage determination in a rural county, and projects in rural counties may not be used as a source of data for a wage determination for a metropolitan county.

(c) If there has not been sufficient similar construction in surrounding counties or in the State in the past year, wages paid on projects completed more than one year prior to the beginning of the survey or the request for a wage determination, as appropriate, may be considered.

(d) The use of helpers, apprentices and trainees is permitted in accordance with part 5 of this subtitle.

[48 FR 19533, Apr. 29, 1983, as amended at 50 FR 4507, Jan. 31, 1985; 55 FR 50149, Dec. 4, 1990; 65 FR 69692, Nov. 20, 2000]

**Sec. 1.8 Reconsideration by the Administrator.**

Any interested person may seek reconsideration of a wage determination issued under this part or of a decision of the Administrator regarding application of a wage determination. Such a request for reconsideration shall be in writing accompanied by a full statement of the interested person's views and any supporting wage data or other pertinent information. The Administrator will respond within 30 days of receipt thereof, or will notify the requestor within the 30-day period that additional time is necessary.

**Sec. 1.9 Review by Administrative Review Board.**

Any interested person may appeal to the Administrative Review Board for a review of a wage determination or its application made under this part, after reconsideration by the Administrator has been sought pursuant to Sec. 1.8 and denied. Any such appeal may, in the discretion of the Administrative Review Board, be received, accepted, and decided in accordance with the provisions of 29 CFR part 7 and such other procedures as the Board may establish.

**Appendix A to Part 1**

Statutes Related to the Davis-Bacon Act Requiring Payment of Wages at Rates Predetermined by the Secretary of Labor

1. The Davis-Bacon Act (secs. 1-7, 46 Stat. 1494, as amended; Pub. L. 74-403, 40 U.S.C. 276a-276a-7).
2. National Housing Act (sec. 212 added to c. 847, 48 Stat. 1246, by sec. 14, 53 Stat. 807; 12 U.S.C. 1715c and repeatedly amended).
3. Housing Act of 1950 (college Housing) (amended by Housing Act of 1959 to add labor provisions, 73 Stat. 681; 12 U.S.C. 1749a(f)).
4. Housing Act of 1959 (sec. 401(f) of the Housing Act of 1950 as amended by Pub. L. 86-372, 73 Stat. 681; 12 U.S.C. 1701q(c)(3)).
5. Commercial Fisheries Research and Development Act of 1964 (sec. 7, 78 Stat. 199; 16 U.S.C. 779e(b)).
6. Library Services and Construction Act (sec. 7(a), 78 Stat. 13; 20 U.S.C. 355c(a)(4), as amended).
7. National Technical Institute for the Deaf Act (sec. 5(b)(5), 79 Stat. 126; 20 U.S.C. 684(b)(5)).
8. National Foundation on the Arts and Humanities Act of 1965 (sec. 5(k), 79 Stat. 846 as amended; 20 U.S.C. 954(j)).
9. Elementary and Secondary Education Act of 1965 as amended by Elementary and Secondary and other Education Amendments of 1969 (sec. 423 as added by Pub. L. 91-230, title IV, sec. 401(a)(10), 84 Stat. 169, and renumbered sec. 433, by Pub. L. 92-318; title III, sec. 301(a)(1), 86 Stat. 326; 20 U.S.C. 1232(b)). Under the amendment coverage is extended to all programs administered by the Commissioner of Education.
10. The Federal-Aid Highway Acts (72 Stat. 895, as amended by 82 Stat. 821; 23 U.S.C. 113, as amended by the Surface Transportation Assistance Act of 1982, Pub. L. 97-424).
11. Indians Self-Determination and Education Assistance Act (sec. 7, 88 Stat. 2205; 25 U.S.C. 450e).
12. Indian Health Care Improvement Act (sec. 303(b), 90 Stat. 1407; 25 U.S.C. 1633(b)).
13. Rehabilitation Act of 1973 (sec. 306(b)(5), 87 Stat. 384, 29 U.S.C. 776(b)(5)).
14. Comprehensive Employment and Training Act of 1973 (sec. 606, 87 Stat. 880, renumbered sec. 706 by 83 Stat. 1845; 29 U.S.C. 986; also sec. 604, 88 Stat. 1846; 29 U.S.C. 964(b)(3)).
15. State and Local Fiscal Assistance Act of 1972 (sec. 123(a)(6), 86 Stat. 933; 31 U.S.C. 1246(a)(6)).
16. Federal Water Pollution Control Act (sec. 513 of sec. 2, 86 Stat. 894; 33 U.S.C. 1372).
17. Veterans Nursing Home Care Act of 1964 (78 Stat. 502, as amended; 38 U.S.C. 5035(a)(8)).
18. Postal Reorganization Act (sec. 410(b)(4)(C); 84 Stat. 726 as amended; 39 U.S.C. 410(b)(4)(C)).
19. National Visitors Center Facilities Act of 1968 (sec. 110, 32 Stat. 45; 40 U.S.C. 808).



20. Appalachian Regional Development Act of 1965 (sec. 402, 79 Stat. 21; 40 U.S.C. App. 402).

21. Health Services Research, Health Statistics, and Medical Libraries Act of 1974 (sec. 107, see sec. 306(h)(2) thereof, 83 Stat. 370, as amended by 90 Stat. 378; 42 U.S.C. 242m(h)(2)).

22. Hospital Survey and Construction Act, as amended by the Hospital and Medical Facilities Amendments of 1964 (sec. 605(a)(5), 78 Stat. 453; 42 U.S.C. 291e(a)(5)).

23. Health Professions Education Assistance Act (sec. 303(b), 90 Stat. 2254; 42 U.S.C. 293a(g)(1)(C); also sec. 308a, 90 Stat. 2256; 42 U.S.C. 293a(c)(7)).

24. Nurse Training Act of 1964 (sec. 941(a)(1)(C), 89 Stat. 364; 42 U.S.C. 296a(b)(5)).

25. Heart Disease, Cancer, and Stroke Amendments of 1965 (sec. 904, as added by sec. 2, 79 Stat. 928; 42 U.S.C. 299d(b)(4)).

26. Safe Drinking Water Act (sec. 2(a), see sec. 1450e thereof, 88 Stat. 1691; 42 U.S.C. 300j-9(e)).

27. National Health Planning and Resources Act (sec. 4, see sec. 1604(b)(1)(H), 88 Stat. 2261, 42 U.S.C. 300o-3(b)(1)(H)).

28. U.S. Housing Act of 1937, as amended and recodified (88 Stat. 667; 42 U.S.C. 1437j).

29. Demonstration Cities and Metropolitan Development Act of 1966 (secs. 110, 311, 503, 1003, 80 Stat. 1259, 1270, 1277, 1284; 42 U.S.C. 3310; 12 U.S.C. 1715c; 42 U.S.C. 1437j).

30. Slum clearance program: Housing Act of 1949 (sec. 109, 63 Stat. 419, as amended; 42 U.S.C. 1459).

31. Farm housing: Housing Act of 1964 (adds sec. 516(f) to Housing Act of 1949 by sec. 503, 78 Stat. 797; 42 U.S.C. 1486(f)).

32. Housing Act of 1961 (sec. 707, added by sec. 907, 79 Stat. 496, as amended; 42 U.S.C. 1500c-3).

33. Defense Housing and Community Facilities and Services Act of 1951 (sec. 310, 65 Stat. 307; 42 U.S.C. 1592i).

34. Special Health Revenue Sharing Act of 1975 (sec. 303, see sec. 222(a)(5) thereof, 89 Stat. 324; 42 U.S.C. 2689j(a)(5)).

35. Economic Opportunity Act of 1964 (sec. 607, 78 Stat. 532; 42 U.S.C. 2947).

36. Headstart, Economic Opportunity, and Community Partnership Act of 1974 (sec. 11, see sec. 811 thereof, 88 Stat. 2327; 42 U.S.C. 2992a).

37. Housing and Urban Development Act of 1965 (sec. 707, 79 Stat. 492 as amended; 42 U.S.C. 3107).

38. Older Americans Act of 1965 (sec. 502, Pub. L. 89-73, as amended by sec. 501, Pub. L. 93-29; 87 Stat. 50; 42 U.S.C. 3041a(a)(4)).

39. Public Works and Economic Development Act of 1965 (sec. 712, 79 Stat. 575 as amended; 42 U.S.C. 3222).

40. Juvenile Delinquency Prevention Act (sec. 1, 86 Stat. 536; 42 U.S.C. 3884).

41. New Communities Act of 1968 (sec. 410.82 Stat. 516; 42 U.S.C. 3909).

42. Urban Growth and New Community Development Act of 1970 (sec. 727(f), 84 Stat. 1803; 42 U.S.C. 4529).

43. Domestic Volunteer Service Act of 1973 (sec. 406, 87 Stat. 410; 42 U.S.C. 5046).

44. Housing and Community Development Act of 1974 (secs. 110, 802(g), 83 Stat. 649, 724; 42 U.S.C. 5310, 1440(g)).

45. Developmentally Disabled Assistance and Bill of Rights Act (sec. 126(4), 89 Stat. 488; 42 U.S.C. 6042(4); title I, sec. 111, 89 Stat. 491; 42 U.S.C. 6063(b)(19)).

46. National Energy Conservation Policy Act (sec. 312, 92 Stat. 3254; 42 U.S.C. 6371j).

47. Public Works Employment Act of 1976 (sec. 109, 90 Stat. 1001; 42 U.S.C. 6708; also sec. 208, 90 Stat. 1008; 42 U.S.C. 6728).

48. Energy Conservation and Production Act (sec. 45(h), 90 Stat. 1168; 42 U.S.C. 6881(h)).

49. Solid Waste Disposal Act (sec. 2, 90 Stat. 2828; 42 U.S.C. 6979).

50. Rail Passenger Service Act of 1970 (sec. 405d, 84 Stat. 1337; 45 U.S.C. 565(d)).

51. Urban Mass Transportation Act of 1964 (sec. 10, 78 Stat. 307; renumbered sec. 13 by 88 Stat. 715; 49 U.S.C. 1609).

52. Highway speed ground transportation study (sec. 6(b), 79 Stat. 893; 49 U.S.C. 1636(b)).

53. Airport and Airway Development Act of 1970 (sec. 22(b), 84 Stat. 231; 49 U.S.C. 1722(b)).

54. Federal Civil Defense Act of 1950 (50 U.S.C. App. 2281(i)).

55. National Capital Transportation Act of 1965 (sec. 3(b)(4), 79 Stat. 40; 40 U.S.C. 682(b)(4)).

Note: Repealed Dec. 9, 1969 and labor standards incorporated in sec. 1-1431 of the District of Columbia Code.

56. Model Secondary School for the Deaf Act (sec. 4, 80 Stat. 1027, Pub. L. 89-694, but not in the United States Code).

57. Delaware River Basin Compact (sec. 15.1, 75 Stat. 714, Pub. L. 87-328) (considered a statute for purposes of this part but not in the United States Code).

58. Energy Security Act (sec. 175(c), Pub. L. 96-294, 94 Stat. 611; 42 U.S.C. 8701 note).

[48 FR 19533, Apr. 29, 1983; 48 FR 20408, May 6, 1983]

## Appendix B to Part 1

### Boston Region

For the States of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont:

Assistant Regional Administrator for Wage-Hour, Employment Standards Administration, U.S. Department of Labor, JFK Federal Building,

## 29 CFR Part 1 – PROCEDURES FOR PREDETERMINATION OF WAGE RATES

Government Center, room 1612C, Boston, Massachusetts 02203 (telephone: 617-223-5565).

### **New York Region**

For the States of New Jersey and New York and for the Canal Zone, Puerto Rico, and the Virgin Islands:

Assistant Regional Administrator for Wage-Hour, Employment Standards Administration, U.S. Department of Labor, 1515 Broadway, room 3300, New York, New York 10036 (telephone: 212-399-5443).

### **Philadelphia Region**

For the States of Delaware, Maryland, Pennsylvania, Virginia, and West Virginia, and the District of Columbia:

Assistant Regional Administrator for Wage-Hour, Employment Standards Administration, U.S. Department of Labor, Gateway Building, room 15220, 3535 Market Street, Philadelphia, Pennsylvania 19104 (telephone: 215-596-1193).

### **Atlanta Region**

For the States of Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee:

Assistant Regional Administrator for Wage-Hour, Employment Standards Administration, U.S. Department of Labor, 1371 Peachtree Street, NE., room 305, Atlanta, Georgia 30309 (telephone: 404-881-4801).

### **Chicago Region**

For the States of Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin:

Assistant Regional Administrator for Wage-Hour, Employment Standards Administration, U.S. Department of Labor, 230 South Dearborn Street, 8th Floor, Chicago, Illinois 60604 (telephone: 312-353-7249).

### **Dallas Region**

For the States of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas:

Assistant Regional Administrator for Wage-Hour, Employment Standards Administration, U.S. Department of Labor, 555 Griffin Square Building, Young and Griffin Streets, Dallas, Texas 75202 (telephone: 214-767-6891).

### **Kansas City Region**

For the States of Iowa, Kansas, Missouri, and Nebraska:

Assistant Regional Administrator for Wage-Hour, Employment Standards Administration, U.S. Department of Labor, Federal Office Building, room 2000, 911 Walnut Street, Kansas City, Missouri 64106 (telephone: 816-374-5386).

### **Denver Region**

For the States of Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming:

Assistant Regional Administrator for Wage-Hour, Employment Standards Administration, U.S. Department of Labor, Federal Office Building, room 1440, 1961 Stout Street, Denver, Colorado 80294 (telephone: 304-837-4613).

### **San Francisco Region**

For the States of Arizona, California, Hawaii, and Nevada:

Assistant Regional Administrator for Wage-Hour, Employment Standards Administration, U.S. Department of Labor, 450 Golden Gate Avenue, room 10353, San Francisco, California 94102 (telephone: 415-556-3592).

### **Seattle Region**

For the States of Alaska, Idaho, Oregon, and Washington:

Assistant Regional Administrator for Wage-Hour, Employment Standards Administration, U.S. Department of Labor, Federal Office Building, room 4141, 909 First Avenue, Seattle, Washington 98174 (telephone: 206-442-1916).

### **Appendix C to Part 1**

General Wage Determinations Issued Under The Davis-Bacon And Related Acts is published weekly by the Government Printing Office (GPO). This publication is available for examination at all 80 Regional Government Depository Libraries and many other of the 1,400 Government Depository Libraries across the country. Subscriptions may be obtained by contacting: Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402, (202) 783-3238. The publication is divided into three volumes—East, Central, and West—which may be ordered separately. The States covered by each volume are as follows: (Regional breakdowns of States are provided in appendix B.)

#### **Volume I—East**

Alabama  
Connecticut  
Delaware  
Florida  
Georgia  
Kentucky  
Maine

## 29 CFR Part 1 – PROCEDURES FOR PREDETERMINATION OF WAGE RATES

Maryland  
Massachusetts  
Mississippi  
New Hampshire  
New Jersey  
New York  
North Carolina  
Pennsylvania  
Rhode Island  
South Carolina  
Tennessee  
Vermont  
Virginia  
West Virginia  
District of Col.  
Canal Zone  
Puerto Rico  
Virgin Islands

[50 FR 49823, Dec. 4, 1985]

### **Volume II--Central**

Arkansas  
Illinois  
Indiana  
Iowa  
Kansas  
Louisiana  
Michigan  
Minnesota  
Missouri  
Nebraska  
New Mexico  
Ohio  
Oklahoma  
Texas  
Wisconsin

### **Volume III--West**

Alaska  
Arizona  
California  
Colorado  
Hawaii  
Idaho  
Montana  
Nevada  
North Dakota  
Oregon  
South Dakota  
Utah  
Washington  
Wyoming

On or about January 1 of each year, an annual edition will be issued that includes all current general wage determinations for the States covered by each volume. Throughout the remainder of the year, regular weekly updates will be distributed providing any modifications or supersedeas wage determinations issued. Each volume's annual and weekly editions will be provided in loose-leaf format.

**29 CFR Part 3 – CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES**

[Code of Federal Regulations]

[Title 29, Volume 1]

[Revised as of July 1, 2001]

From the U.S. Government Printing Office via GPO  
Access

[CITE: 29CFR3.1]

**TITLE 29--LABOR**

**PART 3--CONTRACTORS AND  
SUBCONTRACTORS ON PUBLIC BUILDING OR  
PUBLIC WORK FINANCED IN WHOLE OR IN PART  
BY LOANS OR GRANTS FROM THE UNITED  
STATES--Table of Contents**

**Sec. 3.1 Purpose and scope.**

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

**Sec. 3.2 Definitions.**

As used in the regulations in this part:

(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing

sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

(b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United

## 29 CFR Part 3 – CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

### **Sec. 3.3 Weekly statement with respect to payment of wages.**

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance", or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

### **Sec. 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.**

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to

a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

### **Sec. 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.**

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

**29 CFR Part 3 – CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES**

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents:

Provided, however, That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his

own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

**Sec. 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.**

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

**Sec. 3.7 Applications for the approval of the Secretary of Labor.**

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make

**29 CFR Part 3 – CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES**

such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

**Sec. 3.8 Action by the Secretary of Labor upon applications.**

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

**Sec. 3.9 Prohibited payroll deductions.**

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

**Sec. 3.10 Methods of payment of wages.**

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

**Sec. 3.11 Regulations part of contract.**

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

**29 CFR Part 5 – LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING  
FEDERALLY FINANCED AND ASSISTED CONSTRUCTION**

[Code of Federal Regulations]  
[Title 29, Volume 1]  
[Revised as of July 1, 2001]  
From the U.S. Government Printing Office via GPO  
Access  
[CITE: 29CFR5.1]

**TITLE 29--LABOR**

**PART 5--LABOR STANDARDS PROVISIONS  
APPLICABLE TO CONTRACTS COVERING  
FEDERALLY FINANCED AND ASSISTED  
CONSTRUCTION**

**Subpart A--Davis-Bacon and Related Acts  
Provisions and Procedures**

**Sec. 5.1 Purpose and scope.**

Source: 48 FR 19540, Apr. 29, 1983, unless  
otherwise noted.

Editorial Note: Nomenclature changes to Subpart A  
appear at 61 FR 19984, May 3, 1996.

(a) The regulations contained in this part are  
promulgated under the authority conferred upon the  
Secretary of Labor by Reorganization Plan No. 14 of  
1950 and the Copeland Act in order to coordinate the  
administration and enforcement of the labor standards  
provisions of each of the following acts by the Federal  
agencies responsible for their administration and of  
such additional statutes as may from time to time  
confer upon the Secretary of Labor additional duties  
and responsibilities similar to those conferred upon  
the Secretary of Labor under Reorganization Plan No.  
14 of 1950:

1. The Davis-Bacon Act (sec. 1-7, 46 Stat. 1949, as  
amended; Pub. L. 74-403, 40 U.S.C. 276a-276a-7).
2. Copeland Act (40 U.S.C. 276c).
3. The Contract Work Hours and Safety Standards  
Act (40 U.S.C. 327-332).
4. National Housing Act (sec. 212 added to c. 847,  
48 Stat. 1246, by sec. 14, 53 Stat. 807; 12 U.S.C.  
1715c and repeatedly amended).
5. Housing Act of 1950 (college housing) (amended  
by Housing Act of 1959 to add labor provisions, 73  
Stat. 681; 12 U.S.C. 1749a(f)).
6. Housing Act of 1959 (sec. 401(f) of the Housing  
Act of 1950 as amended by Pub. L. 86-372, 73 Stat.  
681; 12 U.S.C. 1701q(c)(3)).
7. Commercial Fisheries Research and  
Development Act of 1964 (sec. 7, 78 Stat. 199; 16  
U.S.C. 779e(b)).
8. Library Services and Construction Act (sec. 7(a),  
78 Stat. 13; 20 U.S.C. 355c(a)(4), as amended).
9. National Technical Institute for the Deaf Act (sec.  
5(b)(5), 79 Stat. 126; 20 U.S.C. 684(b)(5)).

10. National Foundation on the Arts and  
Humanities Act of 1965 (sec. 5(k), 79 Stat. 846 as  
amended; 20 U.S.C. 954(j)).

11. Elementary and Secondary Education Act of  
1965 as amended by Elementary and Secondary and  
other Education Amendments of 1969 (sec. 423 as  
added by Pub. L. 91-230, title IV, sec. 401(a)(10), 84  
Stat. 169, and renumbered sec. 433, by Pub. L. 92-  
318; title III, sec. 301(a)(1), 86 Stat. 326; 20 U.S.C.  
1232(b)). Under the amendment coverage is  
extended to all programs administered by the  
Commissioner of Education.

12. The Federal-Aid Highway Acts (72 Stat. 895, as  
amended by 82 Stat. 821; 23 U.S.C. 113, as  
amended by the Surface Transportation Assistance  
Act of 1982, Pub. L. 97-424).

13. Indian Self-Determination and Education  
Assistance Act (sec. 7, 88 Stat. 2205; 25 U.S.C.  
450e).

14. Indian Health Care Improvement Act (sec.  
303(b), 90 Stat. 1407; 25 U.S.C. 1633(b)).

15. Rehabilitation Act of 1973 (sec. 306(b)(5) 87  
Stat. 384, 29 U.S.C. 776(b)(5)).

16. Comprehensive Employment and Training Act  
of 1973 (sec. 606, 87 Stat. 880, renumbered sec. 706  
by 88 Stat. 1845; 29 U.S.C. 986; also sec. 604, 88  
Stat. 1846; 29 U.S.C. 964(b)(3)).

17. State and Local Fiscal Assistance Act of 1972  
(sec. 123(a)(6), 86 Stat. 933; 31 U.S.C. 1246(a)(6)).

18. Federal Water Pollution Control Act (sec. 513 of  
sec. 2, 86 Stat. 894; 33 U.S.C. 1372).

19. Veterans Nursing Home Care Act of 1964 (78  
Stat. 502, as amended; 38 U.S.C. 5035(a)(8)).

20. Postal Reorganization Act (sec. 410(b)(4)(C);  
84 Stat. 726 as amended; 39 U.S.C. 410(b)(4)(C)).

21. National Visitors Center Facilities Act of 1966  
(sec. 110, 32 Stat. 45; 40 U.S.C. 808).

22. Appalachian Regional Development Act of  
1965 (sec. 402, 79 Stat. 21; 40 U.S.C. App. 402).

23. Health Services Research, Health Statistics,  
and Medical Libraries Act of 1974 (sec. 107, see sec.  
308(h)(2) thereof, 88 Stat. 370, as amended by 90  
Stat. 378; 42 U.S.C. 242m(h)(2)).

24. Hospital Survey and Construction Act, as  
amended by the Hospital and Medical Facilities  
Amendments of 1964 (sec. 605(a)(5), 78 Stat. 453; 42  
U.S.C. 291e(a)(5)).

25. Health Professions Educational Assistance Act  
(sec. 303(b), 90 Stat. 2254; 42 U.S.C. 293a(g)(1)(C);  
also sec. 308a, 90 Stat. 2258, 42 U.S.C. 293a(c)(7)).

26. Nurse Training Act of 1964 (sec. 941(a)(1)(C),  
89 Stat. 384; 42 U.S.C. 296a(b)(5)).

27. Heart Disease, Cancer, and Stroke  
Amendments of 1965 (sec. 904, as added by sec. 2,  
79 Stat. 928; 42 U.S.C. 299d(b)(4)).

28. Safe Drinking Water Act (sec. 2(a) see sec.  
1450e thereof, 88 Stat. 1691; 42 U.S.C. 300j-9(e)).

29. National Health Planning and Resources Act  
(sec. 4, see sec. 1604(b)(1)(H), 88 Stat. 2261, 42  
U.S.C. 300o-3(b)(1)(H)).

30. U.S. Housing Act of 1937, as amended and  
recodified (88 Stat. 667; 42 U.S.C. 1437j).



**29 CFR Part 5 – LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING  
FEDERALLY FINANCED AND ASSISTED CONSTRUCTION**

31. Demonstration Cities and Metropolitan Development Act of 1966 (secs. 110, 311, 503, 1003, 80 Stat. 1259, 1270, 1277, 1284; 42 U.S.C. 3310; 12 U.S.C. 1715c; 42 U.S.C. 1437j).

32. Slum clearance program: Housing Act of 1949 (sec. 109, 63 Stat. 419, as amended; 42 U.S.C. 1459).

33. Farm housing: Housing Act of 1964 (adds sec. 516(f) to Housing Act of 1949 by sec. 503, 78 Stat. 797; 42 U.S.C. 1486(f)).

34. Housing Act of 1961 (sec. 707, added by sec. 907, 79 Stat. 496, as amended; 42 U.S.C. 1500c-3).

35. Defense Housing and Community Facilities and Services Act of 1951 (sec. 310, 65 Stat. 307; 42 U.S.C. 1592i).

36. Special Health Revenue Sharing Act of 1975 (sec. 303, see sec. 222(a)(5) thereof, 89 Stat. 324; 42 U.S.C. 2689j(a)(5)).

37. Economic Opportunity Act of 1964 (sec. 607, 78 Stat. 532; 42 U.S.C. 2947).

38. Headstart, Economic Opportunity, and Community Partnership Act of 1974 (sec. 11, see sec. 811 thereof, 88 Stat. 2327; 42 U.S.C. 2992a).

39. Housing and Urban Development Act of 1965 (sec. 707, 79 Stat. 492 as amended; 42 U.S.C. 3107).

40. Older Americans Act of 1965 (sec. 502, Pub. L. 89-73, as amended by sec. 501, Pub. L. 93-29; 87 Stat. 50; 42 U.S.C. 3041a(a)(4)).

41. Public Works and Economic Development Act of 1965 (sec. 712; 79 Stat. 575 as amended; 42 U.S.C. 3222).

42. Juvenile Delinquency Prevention Act (sec. 1, 86 Stat. 536; 42 U.S.C. 3884).

43. New Communities Act of 1968 (sec. 410, 82 Stat. 516; 42 U.S.C. 3909).

44. Urban Growth and New Community Development Act of 1970 (sec. 727(f), 84 Stat. 1803; 42 U.S.C. 4529).

45. Domestic Volunteer Service Act of 1973 (sec. 406, 87 Stat. 410; 42 U.S.C. 5046).

46. Housing and Community Development Act of 1974 (secs. 110, 802(g), 88 Stat. 649, 724; 42 U.S.C. 5310, 1440(g)).

47. Developmentally Disabled Assistance and Bill of Rights Act (sec. 126(4), 89 Stat. 488; 42 U.S.C. 6042(4); title I, sec. 111, 89 Stat. 491; 42 U.S.C. 6063(b)(19)).

48. National Energy Conservation Policy Act (sec. 312, 92 Stat. 3254; 42 U.S.C. 6371j).

49. Public Works Employment Act of 1976 (sec. 109, 90 Stat. 1001; 42 U.S.C. 6708; also sec. 208, 90 Stat. 1008; 42 U.S.C. 6728).

50. Energy Conservation and Production Act (sec. 451(h), 90 Stat. 1168; 42 U.S.C. 6881(h)).

51. Solid Waste Disposal Act (sec. 2, 90 Stat. 2823; 42 U.S.C. 6979).

52. Rail Passenger Service Act of 1970 (sec. 405d, 84 Stat. 1337; 45 U.S.C. 565(d)).

53. Urban Mass Transportation Act of 1964 (sec. 10, 78 Stat. 307; renumbered sec. 13 by 88 Stat. 715; 49 U.S.C. 1609).

54. Highway Speed Ground Transportation Study (sec. 6(b), 79 Stat. 893; 49 U.S.C. 1636(b)).

55. Airport and Airway Development Act of 1970 (sec. 22(b), 84 Stat. 231; 49 U.S.C. 1722(b)).

56. Federal Civil Defense Act of 1950 (50 U.S.C. App. 2281i).

57. National Capital Transportation Act of 1965 (sec. 3(b)(4), 79 Stat. 644; 40 U.S.C. 682(b)(4). Note.- Repealed December 9, 1969, and labor standards incorporated in sec. 1-1431 of the District of Columbia Code).

58. Model Secondary School for the Deaf Act (sec. 4, 80 Stat. 1027, Pub. L. 89-694, but not in the United States Code).

59. Delaware River Basin Compact (sec. 15.1, 75 Stat. 714, Pub. L. 87-328) (considered a statute for purposes of the plan but not in the United States Code).

60. Energy Security Act (sec. 175(c), Pub. L. 96-294, 94 Stat. 611; 42 U.S.C. 8701 note).

(b) Part 1 of this subtitle contains the Department's procedural rules governing requests for wage determinations and the issuance and use of such wage determinations under the Davis-Bacon Act and its related statutes as listed in that part.

**Sec. 5.2 Definitions.**

(a) The term Secretary includes the Secretary of Labor, the Deputy Under Secretary for Employment Standards, and their authorized representatives.

(b) The term Administrator means the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, or authorized representative.

(c) The term Federal agency means the agency or instrumentality of the United States which enters into the contract or provides assistance through loan, grant, loan guarantee or insurance, or otherwise, to the project subject to a statute listed in Sec. 5.1.

(d) The term Agency Head means the principal official of the Federal agency and includes those persons duly authorized to act in the behalf of the Agency Head.

(e) The term Contracting Officer means the individual, a duly appointed successor, or authorized representative who is designated and authorized to enter into contracts on behalf of the Federal agency.

(f) The term labor standards as used in this part means the requirements of the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act (other than those relating to safety and health), the Copeland Act, and the prevailing wage provisions of the other statutes listed in Sec. 5.1, and the regulations in parts 1 and 3 of this subtitle and this part.

(g) The term United States or the District of Columbia means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the

**29 CFR Part 5 – LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING  
FEDERALLY FINANCED AND ASSISTED CONSTRUCTION**

District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the foregoing departments, establishments, agencies, instrumentalities, and including nonappropriated fund instrumentalities.

(h) The term contract means any prime contract which is subject wholly or in part to the labor standards provisions of any of the acts listed in Sec. 5.1 and any subcontract of any tier thereunder, let under the prime contract. A State or local Government is not regarded as a contractor under statutes providing loans, grants, or other Federal assistance in situations where construction is performed by its own employees. However, under statutes requiring payment of prevailing wages to all laborers and mechanics employed on the assisted project, such as the U.S. Housing Act of 1937, State and local recipients of Federal-aid must pay these employees according to Davis-Bacon labor standards.

(i) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

(j) The terms construction, prosecution, completion, or repair mean the following:

(1) All types of work done on a particular building or work at the site thereof, including work at a facility which is deemed a part of the site of the work within the meaning of (paragraph (i)) of this section by laborers and mechanics employed by a construction contractor or construction subcontractor (or, under the United States Housing Act of 1937; the Housing Act of 1949; and the Native American Housing Assistance and Self-Determination Act of 1996, all work done in the construction or development of the project), including without limitation—

(i) Altering, remodeling, installation (where appropriate) on the site of the work of items fabricated off-site;

(ii) Painting and decorating;

(iii) Manufacturing or furnishing of materials, articles, supplies or equipment on the site of the building or work (or, under the United States Housing Act of 1937; the Housing Act of 1949; and the Native American Housing Assistance and Self-Determination Act of 1996 in the construction or development of the project);

(iv)(A) Transportation between the site of the work within the meaning of paragraph (i)(1) of this section and a facility which is dedicated to the construction of the building or work and deemed a part of the site of the work within the meaning of paragraph (i)(2) of this section; and

(B) Transportation of portion(s) of the building or work between a site where a significant portion of such building or work is constructed, which is a part of the site of the work within the meaning of paragraph (i)(1) of this section, and the physical place or places where the building or work will remain.

(2) Except for laborers and mechanics employed in the construction or development of the project under the United States Housing Act of 1937; the Housing Act of 1949; and the Native American Housing Assistance and Self-Determination Act of 1996, and except as provided in paragraph (j)(1)(iv)(A) of this section, the transportation of materials or supplies to or from the site of the work by employees of the construction contractor or a construction subcontractor is not "construction, prosecution, completion, or repair" (see Building and Construction Trades Department, AFL-CIO v. United States Department of Labor Wage Appeals Board (Midway Excavators, Inc.), 932 F.2d 985 (D.C. Cir. 1991)).

(k) The term public building or public work includes building or work, the construction, prosecution, completion, or repair of which, as defined above, is carried on directly by authority of or with funds of a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

(l) The term site of the work is defined as follows:

(1) The site of the work is the physical place or places where the building or work called for in the contract will remain; and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (l)(3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc., are part of the site of the work, provided they are dedicated exclusively, or nearly so, to performance of the contract or project, and provided they are adjacent or virtually adjacent to the site of the work as defined in paragraph (l)(1) of this section;

(3) Not included in the site of the work are permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular Federal or federally

## 29 CFR Part 5 – LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION

assisted contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, etc., of a commercial or material supplier, which are established by a supplier of materials for the project before opening of bids and not on the site of the work as stated in paragraph (l)(1) of this section, are not included in the site of the work. Such permanent, previously established facilities are not part of the site of the work, even where the operations for a period of time may be dedicated exclusively, or nearly so, to the performance of a contract.

(m) The term laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of this title are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of part 541, are laborers and mechanics for the time so spent.

(n) The terms apprentice, trainee, and helper are defined as follows:

(1) Apprentice means (i) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Bureau, or (ii) a person in the first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice;

(2) Trainee means a person registered and receiving on-the-job training in a construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Employment and Training Administration, as meeting its standards for on-the-job training programs and which has been so certified by that Administration.

(3) These provisions do not apply to apprentices and trainees employed on projects subject to 23 U.S.C. 113 who are enrolled in programs which have been certified by the Secretary of Transportation in accordance with 23 U.S.C. 113(c).

(4) A distinct classification of "helper" will be issued in wage determinations applicable to work performed on construction projects covered by the

labor standards provisions of the Davis-Bacon and Related Acts only where:

(i) The duties of the helper are clearly defined and distinct from those of any other classification on the wage determination;

(ii) The use of such helpers is an established prevailing practice in the area; and

(iii) The helper is not employed as a trainee in an informal training program. A "helper" classification will be added to wage determinations pursuant to Sec. 5.5(a)(1)(ii)(A) only where, in addition, the work to be performed by the helper is not performed by a classification in the wage determination.

(o) Every person performing the duties of a laborer or mechanic in the construction, prosecution, completion, or repair of a public building or public work, or building or work financed in whole or in part by loans, grants, or guarantees from the United States is employed regardless of any contractual relationship alleged to exist between the contractor and such person.

(p) The term wages means the basic hourly rate of pay; any contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a bona fide fringe benefit fund, plan, or program; and the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing bona fide fringe benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan of program, which was communicated in writing to the laborers and mechanics affected. The fringe benefits enumerated in the Davis-Bacon Act include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing; unemployment benefits; life insurance, disability insurance, sickness insurance, or accident insurance; vacation or holiday pay; defraying costs of apprenticeship or other similar programs; or other bona fide fringe benefits. Fringe benefits do not include benefits required by other Federal, State, or local law.

(q) The term wage determination includes the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision. The application of the wage determination shall be in accordance with the provisions of Sec. 1.6 of this title.

[48 FR 19541, Apr. 29, 1983, as amended at 48 FR 50313, Nov. 1, 1983; 55

FR 50149, Dec. 4, 1990; 57 FR 19206, May 4, 1992; 65 FR 69693, Nov. 20, 2000; 65 FR 80278, Dec. 20, 2000]

### Sec. 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including

**29 CFR Part 5 – LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING  
FEDERALLY FINANCED AND ASSISTED CONSTRUCTION**

painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and

which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the

**29 CFR Part 5 – LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING  
FEDERALLY FINANCED AND ASSISTED CONSTRUCTION**

Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs

shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate Federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Sec. 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under Sec. 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of

## 29 CFR Part 5 – LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION

Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be

paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and



**29 CFR Part 5 – LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING  
FEDERALLY FINANCED AND ASSISTED CONSTRUCTION**

also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting

## 29 CFR Part 5 – LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION

officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control Number
(a)(1)(ii)(B).....	1215-0140
(a)(1)(ii)(C).....	1215-0140
(a)(1)(iv).....	1215-0140
(a)(3)(i).....	1215-0140, 1215-0017
(a)(3)(ii)(A).....	1215-0149
(c).....	1215-0140, 1215-0017

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000]

Effective Date Note: At 58 FR 58955, Nov. 5, 1993, Sec. 5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

### Sec. 5.6 Enforcement.

(a)(1) It shall be the responsibility of the Federal agency to ascertain whether the clauses required by Sec. 5.5 have been inserted in the contracts subject to the labor standards provisions of the Acts contained in Sec. 5.1. Agencies which do not directly enter into such contracts shall promulgate the necessary regulations or procedures to require the recipient of the Federal assistance to insert in its contracts the provisions of Sec. 5.5. No payment, advance, grant, loan, or guarantee of funds shall be approved by the Federal agency unless the agency insures that the clauses required by Sec. 5.5 and the appropriate wage determination of the Secretary of Labor are contained in such contracts. Furthermore, no payment, advance, grant, loan, or guarantee of funds shall be approved by the Federal agency after the beginning of construction unless there is on file with the agency a certification by the contractor that the contractor and its subcontractors have complied with the provisions of Sec. 5.5 or unless there is on

file with the agency a certification by the contractor that there is a substantial dispute with respect to the required provisions.

(2) Payrolls and Statements of Compliance submitted pursuant to Sec. 5.5(a)(3)(ii) shall be preserved by the Federal agency for a period of 3 years from the date of completion of the contract and shall be produced at the request of the Department of Labor at any time during the 3-year period.

(3) The Federal agency shall cause such investigations to be made as may be necessary to assure compliance with the labor standards clauses required by Sec. 5.5 and the applicable statutes listed in Sec. 5.1. Investigations shall be made of all contracts with such frequency as may be necessary to assure compliance. Such investigations shall include interviews with employees, which shall be taken in confidence, and examinations of payroll data and evidence of registration and certification with respect to apprenticeship and training plans. In making such examinations, particular care shall be taken to determine the correctness of classifications and to determine whether there is a disproportionate employment of laborers and of apprentices or trainees registered in approved programs. Such investigations shall also include evidence of fringe benefit plans and payments thereunder. Complaints of alleged violations shall be given priority.

(4) In accordance with normal operating procedures, the contracting agency may be furnished various investigatory material from the investigation files of the Department of Labor. None of the material, other than computations of back wages and liquidated damages and the summary of back wages due, may be disclosed in any manner to anyone other than Federal officials charged with administering the contract or program providing Federal assistance to the contract, without requesting the permission and views of the Department of Labor.

(5) It is the policy of the Department of Labor to protect the identity of its confidential sources and to prevent an unwarranted invasion of personal privacy. Accordingly, the identity of an employee who makes a written or oral statement as a complaint or in the course of an investigation, as well as portions of the statement which would reveal the employee's identity, shall not be disclosed in any manner to anyone other than Federal officials without the prior consent of the employee. Disclosure of employee statements shall be governed by the provisions of the "Freedom of Information Act" (5 U.S.C. 552, see 29 CFR part 70) and the "Privacy Act of 1974" (5 U.S.C. 552a).

(b) The Administrator shall cause to be made such investigations as deemed necessary, in order to obtain compliance with the labor standards provisions of the applicable statutes listed in Sec. 5.1, or to affirm or reject the recommendations by the Agency Head with respect to labor standards matters arising under the statutes listed in Sec. 5.1. Federal agencies, contractors, subcontractors, sponsors, applicants, or owners shall cooperate with any authorized representative of the Department of Labor



## 29 CFR Part 5 – LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION

in the inspection of records, in interviews with workers, and in all other aspects of the investigations. The findings of such an investigation, including amounts found due, may not be altered or reduced without the approval of the Department of Labor. Where the underpayments disclosed by such an investigation total \$1,000 or more, where there is reason to believe that the violations are aggravated or willful (or, in the case of the Davis-Bacon Act, that the contractor has disregarded its obligations to employees and subcontractors), or where liquidated damages may be assessed under the Contract Work Hours and Safety Standards Act, the Department of Labor will furnish the Federal agency an enforcement report detailing the labor standards violations disclosed by the investigation and any action taken by the contractor to correct the violative practices, including any payment of back wages. In other circumstances, the Federal agency will be furnished a letter of notification summarizing the findings of the investigation.

### **Sec. 5.7 Reports to the Secretary of Labor.**

(a) Enforcement reports. (1) Where underpayments by a contractor or subcontractor total less than \$1,000, and where there is no reason to believe that the violations are aggravated or willful (or, in the case of the Davis-Bacon Act that the contractor has disregarded its obligations to employees and subcontractors), and where restitution has been effected and future compliance assured, the Federal agency need not submit its investigative findings and recommendations to the Administrator, unless the investigation was made at the request of the Department of Labor. In the latter case, the Federal agency shall submit a factual summary report detailing any violations including any data on the amount of restitution paid, the number of workers who received restitution, liquidated damages assessed under the Contract Work Hours and Safety Standards Act, corrective measures taken (such as "letters of notice"), and any information that may be necessary to review any recommendations for an appropriate adjustment in liquidated damages under Sec. 5.8.

(2) Where underpayments by a contractor or subcontractor total \$1,000 or more, or where there is reason to believe that the violations are aggravated or willful (or, in the case of the Davis-Bacon Act, that the contractor has disregarded its obligations to employees and subcontractors), the Federal agency shall furnish within 60 days after completion of its investigation, a detailed enforcement report to the Administrator.

(b) Semi-annual enforcement reports. To assist the Secretary in fulfilling the responsibilities under Reorganization Plan No. 14 of 1950, Federal agencies shall furnish to the Administrator by April 30 and October 31 of each calendar year semi-annual reports on compliance with and enforcement of the labor standards provisions of the Davis-Bacon Act and its related acts covering the periods of October 1

through March 31 and April 1 through September 30, respectively. Such reports shall be prepared in the manner prescribed in memoranda issued to Federal agencies by the Administrator. This report has been cleared in accordance with FPMR 101-11.11 and assigned interagency report control number 1482-DOL-SA.

(c) Additional information. Upon request, the Agency Head shall transmit to the Administrator such information available to the Agency with respect to contractors and subcontractors, their contracts, and the nature of the contract work as the Administrator may find necessary for the performance of his or her duties with respect to the labor standards provisions referred to in this part.

(d) Contract termination. Where a contract is terminated by reason of violations of the labor standards provisions of the statutes listed in Sec. 5.1, a report shall be submitted promptly to the Administrator and to the Comptroller General (if the contract is subject to the Davis-Bacon Act), giving the name and address of the contractor or subcontractor whose right to proceed has been terminated, and the name and address of the contractor or subcontractor, if any, who is to complete the work, the amount and number of the contract, and the description of the work to be performed.

### **Sec. 5.8 Liquidated damages under the Contract Work Hours and Safety Standards Act.**

(a) The Contract Work Hours and Safety Standards Act requires that laborers or mechanics shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any workweek. In the event of violation of this provision, the contractor and any subcontractor shall be liable for the unpaid wages and in addition for liquidated damages, computed with respect to each laborer or mechanic employed in violation of the Act in the amount of \$10 for each calendar day in the workweek on which such individual was required or permitted to work in excess of forty hours without payment of required overtime wages. Any contractor or subcontractor aggrieved by the withholding of liquidated damages shall have the right to appeal to the head of the agency of the United States (or the territory of District of Columbia, as appropriate) for which the contract work was performed or for which financial assistance was provided.

(b) Findings and recommendations of the Agency Head. The Agency Head has the authority to review the administrative determination of liquidated damages and to issue a final order affirming the determination. It is not necessary to seek the concurrence of the Administrator but the Administrator shall be advised of the action taken. Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Act notwithstanding the exercise of due care upon the part of the

## 29 CFR Part 5 – LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION

contractor or subcontractor involved, and the amount of the liquidated damages computed for the contract is in excess of \$500, the Agency Head may make recommendations to the Secretary that an appropriate adjustment in liquidated damages be made or that the contractor or subcontractor be relieved of liability for such liquidated damages. Such findings with respect to liquidated damages shall include findings with respect to any wage underpayments for which the liquidated damages are determined.

(c) The recommendations of the Agency Head for adjustment or relief from liquidated damages under paragraph (a) of this section shall be reviewed by the Administrator or an authorized representative who shall issue an order concurring in the recommendations, partially concurring in the recommendations, or rejecting the recommendations, and the reasons therefor. The order shall be the final decision of the Department of Labor, unless a petition for review is filed pursuant to part 7 of this title, and the Administrative Review Board in its discretion reviews such decision and order; or, with respect to contracts subject to the Service Contract Act, unless petition for review is filed pursuant to part 8 of this title, and the Administrative Review Board in its discretion reviews such decision and order.

(d) Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due under section 104(a) of the Contract Work Hours and Safety Standards Act for a contract is \$500 or less and the Agency Head finds that the sum of liquidated damages is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Contract Work Hours and Safety Standards Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, an appropriate adjustment may be made in such liquidated damages or the contractor or subcontractor may be relieved of liability for such liquidated damages without submitting recommendations to this effect or a report to the Department of Labor. This delegation of authority is made under section 105 of the Contract Work Hours and Safety Standards Act and has been found to be necessary and proper in the public interest to prevent undue hardship and to avoid serious impairment of the conduct of Government business.

[48 FR 19541, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 51 FR 13496, Apr. 21, 1986]

### **Sec. 5.9 Suspension of funds.**

In the event of failure or refusal of the contractor or any subcontractor to comply with the labor standards clauses contained in Sec. 5.5 and the applicable statutes listed in Sec. 5.1, the Federal agency, upon its own action or upon written request of an authorized representative of the Department of Labor, shall take such action as may be necessary to cause

the suspension of the payment, advance or guarantee of funds until such time as the violations are discontinued or until sufficient funds are withheld to compensate employees for the wages to which they are entitled and to cover any liquidated damages which may be due.

### **Sec. 5.10 Restitution, criminal action.**

In cases other than those forwarded to the Attorney General of the United States under paragraph (b), of this section, where violations of the labor standards clauses contained in Sec. 5.5 and the applicable statutes listed in Sec. 5.1 result in underpayment of wages to employees, the Federal agency or an authorized representative of the Department of Labor shall request that restitution be made to such employees or on their behalf to plans, funds, or programs for any type of bona fide fringe benefits within the meaning of section 1(b)(2) of the Davis-Bacon Act.

(b) In cases where the Agency Head or the Administrator finds substantial evidence that such violations are willful and in violation of a criminal statute, the matter shall be forwarded to the Attorney General of the United States for prosecution if the facts warrant. In all such cases the Administrator shall be informed simultaneously of the action taken.

### **Sec. 5.11 Disputes concerning payment of wages.**

(a) This section sets forth the procedure for resolution of disputes of fact or law concerning payment of prevailing wage rates, overtime pay, or proper classification. The procedures in this section may be initiated upon the Administrator's own motion, upon referral of the dispute by a Federal agency pursuant to Sec. 5.5(a)(9), or upon request of the contractor or subcontractor(s).

(b)(1) In the event of a dispute described in paragraph (a) of this section in which it appears that relevant facts are at issue, the Administrator will notify the affected contractor and subcontractor(s) (if any), by registered or certified mail to the last known address, of the investigation findings. If the Administrator determines that there is reasonable cause to believe that the contractor and/or subcontractor(s) should also be subject to debarment under the Davis-Bacon Act or Sec. 5.12(a)(1), the letter will so indicate.

(2) A contractor and/or subcontractor desiring a hearing concerning the Administrator's investigative findings shall request such a hearing by letter postmarked within 30 days of the date of the Administrator's letter. The request shall set forth those findings which are in dispute and the reasons therefor, including any affirmative defenses, with respect to the violations and/or debarment, as appropriate.

(3) Upon receipt of a timely request for a hearing, the Administrator shall refer the case to the Chief Administrative Law Judge by Order of Reference, to

## 29 CFR Part 5 – LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION

which shall be attached a copy of the letter from the Administrator and response thereto, for designation of an Administrative Law Judge to conduct such hearings as may be necessary to resolve the disputed matters. The hearing shall be conducted in accordance with the procedures set forth in 29 CFR part 6.

(c)(1) In the event of a dispute described in paragraph (a) of this section in which it appears that there are no relevant facts at issue, and where there is not at that time reasonable cause to institute debarment proceedings under Sec. 5.12, the Administrator shall notify the contractor and subcontractor(s) (if any), by registered or certified mail to the last known address, of the investigation findings, and shall issue a ruling on any issues of law known to be in dispute. (2)(i) If the contractor and/or subcontractor(s) disagree with the factual findings of the Administrator or believe that there are relevant facts in dispute, the contractor or subcontractor(s) shall so advise the Administrator by letter postmarked within 30 days of the date of the Administrator's letter. In the response, the contractor and/or subcontractor(s) shall explain in detail the facts alleged to be in dispute and attach any supporting documentation.

(ii) Upon receipt of a response under paragraph (c)(2)(i) of this section alleging the existence of a factual dispute, the Administrator shall examine the information submitted. If the Administrator determines that there is a relevant issue of fact, the Administrator shall refer the case to the Chief Administrative Law Judge in accordance with paragraph (b)(3) of this section. If the Administrator determines that there is no relevant issue of fact, the Administrator shall so rule and advise the contractor and subcontractor(s) (if any) accordingly.

(3) If the contractor and/or subcontractor(s) desire review of the ruling issued by the Administrator under paragraph (c)(1) or (2) of this section, the contractor and/or subcontractor(s) shall file a petition for review thereof with the Administrative Review Board within 30 days of the date of the ruling, with a copy thereof the Administrator. The petition for review shall be filed in accordance with part 7 of this title.

(d) If a timely response to the Administrator's findings or ruling is not made or a timely petition for review is not filed, the Administrator's findings and/or ruling shall be final, except that with respect to debarment under the Davis-Bacon Act, the Administrator shall advise the Comptroller General of the Administrator's recommendation in accordance with Sec. 5.12(a)(1). If a timely response or petition for review is filed, the findings and/or ruling of the Administrator shall be inoperative unless and until the decision is upheld by the Administrative Law Judge or the Administrative Review Board.

### Sec. 5.12 Debarment proceedings.

(a)(1) Whenever any contractor or subcontractor is found by the Secretary of Labor to be in aggravated

or willful violation of the labor standards provisions of any of the applicable statutes listed in Sec. 5.1 other than the Davis-Bacon Act, such contractor or subcontractor or any firm, corporation, partnership, or association in which such contractor or subcontractor has a substantial interest shall be ineligible for a period not to exceed 3 years (from the date of publication by the Comptroller General of the name or names of said contractor or subcontractor on the ineligible list as provided below) to receive any contracts or subcontracts subject to any of the statutes listed in Sec. 5.1.

(2) In cases arising under contracts covered by the Davis-Bacon Act, the Administrator shall transmit to the Comptroller General the names of the contractors or subcontractors and their responsible officers, if any (and any firms in which the contractors or subcontractors are known to have an interest), who have been found to have disregarded their obligations to employees, and the recommendation of the Secretary of Labor or authorized representative regarding debarment. The Comptroller General will distribute a list to all Federal agencies giving the names of such ineligible person or firms, who shall be ineligible to be awarded any contract or subcontract of the United States or the District of Columbia and any contract or subcontract subject to the labor standards provisions of the statutes listed in Sec. 5.1.

(b)(1) In addition to cases under which debarment action is initiated pursuant to Sec. 5.11, whenever as a result of an investigation conducted by the Federal agency or the Department of Labor, and where the Administrator finds reasonable cause to believe that a contractor or subcontractor has committed willful or aggravated violations of the labor standards provisions of any of the statutes listed in Sec. 5.1 (other than the Davis-Bacon Act), or has committed violations of the Davis-Bacon Act which constitute a disregard of its obligations to employees or subcontractors under section 3(a) thereof, the Administrator shall notify by registered or certified mail to the last known address, the contractor or subcontractor and its responsible officers, if any (and any firms in which the contractor or subcontractor are known to have a substantial interest), of the finding. The Administrator shall afford such contractor or subcontractor and any other parties notified an opportunity for a hearing as to whether debarment action should be taken under paragraph (a)(1) of this section or section 3(a) of the Davis-Bacon Act. The Administrator shall furnish to those notified a summary of the investigative findings. If the contractor or subcontractor or any other parties notified wish to request a hearing as to whether debarment action should be taken, such a request shall be made by letter postmarked within 30 days of the date of the letter from the Administrator, and shall set forth any findings which are in dispute and the reasons therefor, including any affirmative defenses to be raised. Upon receipt of such request for a hearing, the Administrator shall refer the case to the Chief Administrative Law Judge by Order of Reference, to

**29 CFR Part 5 – LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING  
FEDERALLY FINANCED AND ASSISTED CONSTRUCTION**

which shall be attached a copy of the letter from the Administrator and the response thereto, for designation of an Administrative Law Judge to conduct such hearings as may be necessary to determine the matters in dispute. In considering debarment under any of the statutes listed in Sec. 5.1 other than the Davis-Bacon Act, the Administrative Law Judge shall issue an order concerning whether the contractor or subcontractor is to be debarred in accordance with paragraph (a)(1) of this section. In considering debarment under the Davis-Bacon Act, the Administrative Law Judge shall issue a recommendation as to whether the contractor or subcontractor should be debarred under section 3(a) of the Act.

(2) Hearings under this section shall be conducted in accordance with 29 CFR part 6. If no hearing is requested within 30 days of receipt of the letter from the Administrator, the Administrator's findings shall be final, except with respect to recommendations regarding debarment under the Davis-Bacon Act, as set forth in paragraph (a)(2) of this section.

(c) Any person or firm debarred under Sec. 5.12(a)(1) may in writing request removal from the debarment list after six months from the date of publication by the Comptroller General of such person or firm's name on the ineligible list. Such a request should be directed to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210, and shall contain a full explanation of the reasons why such person or firm should be removed from the ineligible list. In cases where the contractor or subcontractor failed to make full restitution to all underpaid employees, a request for removal will not be considered until such underpayments are made. In all other cases, the Administrator will examine the facts and circumstances surrounding the violative practices which caused the debarment, and issue a decision as to whether or not such person or firm has demonstrated a current responsibility to comply with the labor standards provisions of the statutes listed in Sec. 5.1, and therefore should be removed from the ineligible list. Among the factors to be considered in reaching such a decision are the severity of the violations, the contractor or subcontractor's attitude towards compliance, and the past compliance history of the firm. In no case will such removal be effected unless the Administrator determines after an investigation that such person or firm is in compliance with the labor standards provisions applicable to Federal contracts and Federally assisted construction work subject to any of the applicable statutes listed in Sec. 5.1 and other labor statutes providing wage protection, such as the Service Contract Act, the Walsh-Healey Public Contracts Act, and the Fair Labor Standards Act. If the request for removal is denied, the person or firm may petition for review by the Administrative Review Board pursuant to 29 CFR part 7.

(d)(1) Section 3(a) of the Davis-Bacon Act provides that for a period of three years from date of publication on the ineligible list, no contract shall be awarded to any persons or firms placed on the list as a result of a finding by the Comptroller General that such persons or firms have disregarded obligations to employees and subcontractors under that Act, and further, that no contract shall be awarded to "any firm, corporation, partnership, or association in which such persons or firms have an interest." Paragraph (a)(1) of this section similarly provides that for a period not to exceed three years from date of publication on the ineligible list, no contract subject to any of the statutes listed in Sec. 5.1 shall be awarded to any contractor or subcontractor on the ineligible list pursuant to that paragraph, or to "any firm, corporation, partnership, or association" in which such contractor or subcontractor has a "substantial interest." A finding as to whether persons or firms whose names appear on the ineligible list have an interest (or a substantial interest, as appropriate) in any other firm, corporation, partnership, or association, may be made through investigation, hearing, or otherwise.

(2)(i) The Administrator, on his/her own motion or after receipt of a request for a determination pursuant to paragraph (d)(3) of this section may make a finding on the issue of interest (or substantial interest, as appropriate).

(ii) If the Administrator determines that there may be an interest (or substantial interest, as appropriate), but finds that there is insufficient evidence to render a final ruling thereon, the Administrator may refer the issue to the Chief Administrative Law Judge in accordance with paragraph (d)(4) of this section.

(iii) If the Administrator finds that no interest (or substantial interest, as appropriate) exists, or that there is not sufficient information to warrant the initiation of an investigation, the requesting party, if any, will be so notified and no further action taken.

(iv)(A) If the Administrator finds that an interest (or substantial interest, as appropriate) exists, the person or firm affected will be notified of the Administrator's finding (by certified mail to the last known address), which shall include the reasons therefor, and such person or firm shall be afforded an opportunity to request that a hearing be held to render a decision on the issue.

(B) Such person or firm shall have 20 days from the date of the Administrator's ruling to request a hearing. A detailed statement of the reasons why the Administrator's ruling is in error, including facts alleged to be in dispute, if any, shall be submitted with the request for a hearing.

(C) If no hearing is requested within the time mentioned in paragraph (d)(2)(iv)(B) of this section, the Administrator's finding shall be final and the Administrator shall so notify the Comptroller General. If a hearing is requested, the ruling of the Administrator shall be inoperative unless and until the administrative law judge or the Administrative Review

## 29 CFR Part 5 – LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION

Board issues an order that there is an interest (or substantial interest, as appropriate).

(3)(i) A request for a determination of interest (or substantial interest, as appropriate), may be made by any interested party, including contractors or prospective contractors and associations of contractor's representatives of employees, and interested Government agencies. Such a request shall be submitted in writing to the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210.

(ii) The request shall include a statement setting forth in detail why the petitioner believes that a person or firm whose name appears on the debarred bidders list has an interest (or a substantial interest, as appropriate) in any firm, corporation, partnership, or association which is seeking or has been awarded a contract of the United States or the District of Columbia, or which is subject to any of the statutes listed in Sec. 5.1. No particular form is prescribed for the submission of a request under this section.

(4) Referral to the Chief Administrative Law Judge. The Administrator, on his/her own motion under paragraph (d)(2)(ii) of this section or upon a request for hearing where the Administrator determines that relevant facts are in dispute, will by order refer the issue to the Chief Administrative Law Judge, for designation of an Administrative Law Judge who shall conduct such hearings as may be necessary to render a decision solely on the issue of interest (or substantial interest, as appropriate). Such proceedings shall be conducted in accordance with the procedures set forth at 29 CFR part 6.

(5) Referral to the Administrative Review Board. If the person or firm affected requests a hearing and the Administrator determines that relevant facts are not in dispute, the Administrator will refer the issue and the record compiled thereon to the Administrative Review Board to render a decision solely on the issue of interest (or substantial interest, as appropriate). Such proceeding shall be conducted in accordance with the procedures set forth at 29 CFR part 7.

[48 FR 19541, Apr. 29, 1983, as amended at 48 FR 50313, Nov. 1, 1983]

### **Sec. 5.13 Rulings and interpretations.**

All questions relating to the application and interpretation of wage determinations (including the classifications therein) issued pursuant to part 1 of this subtitle, of the rules contained in this part and in parts 1 and 3, and of the labor standards provisions of any of the statutes listed in Sec. 5.1 shall be referred to the Administrator for appropriate ruling or interpretation. The rulings and interpretations shall be authoritative and those under the Davis-Bacon Act may be relied upon as provided for in section 10 of the Portal-to-Portal Act of 1947 (29 U.S.C. 259). Requests for such rulings and interpretations should be addressed to the Administrator, Wage and Hour

Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210.

### **Sec. 5.14 Variations, tolerances, and exemptions from parts 1 and 3 of this subtitle and this part.**

The Secretary of Labor may make variations, tolerances, and exemptions from the regulatory requirements of this part and those of parts 1 and 3 of this subtitle whenever the Secretary finds that such action is necessary and proper in the public interest or to prevent injustice and undue hardship. Variations, tolerances, and exemptions may not be made from the statutory requirements of any of the statutes listed in Sec. 5.1 unless the statute specifically provides such authority.

### **Sec. 5.15 Limitations, variations, tolerances, and exemptions under the Contract Work Hours and Safety Standards Act.**

(a) General. Upon his or her own initiative or upon the request of any Federal agency, the Secretary of Labor may provide under section 105 of the Contract Work Hours and Safety Standards Act reasonable limitations and allow variations, tolerances, and exemptions to and from any or all provisions of that Act whenever the Secretary finds such action to be necessary and proper in the public interest to prevent injustice, or undue hardship, or to avoid serious impairment of the conduct of Government business. Any request for such action by the Secretary shall be submitted in writing, and shall set forth the reasons for which the request is made.

(b) Exemptions. Pursuant to section 105 of the Contract Work Hours and Safety Standards Act, the following classes of contracts are found exempt from all provisions of that Act in order to prevent injustice, undue hardship, or serious impairment of Government business:

(1) Contract work performed in a workplace within a foreign country or within territory under the jurisdiction of the United States other than the following: A State of the United States; the District of Columbia; Puerto Rico; the Virgin Islands; Outer Continental Shelf lands defined in the Outer Continental Shelf Lands Act (ch. 345, 67 Stat. 462); American Samoa; Guam; Wake Island; Eniwetok Atoll; Kwajalein Atoll; and Johnston Island.

(2) Agreements entered into by or on behalf of the Commodity Credit Corporation providing for the storing in or handling by commercial warehouses of wheat, corn, oats, barley, rye, grain sorghums, soybeans, flaxseed, rice, naval stores, tobacco, peanuts, dry beans, seeds, cotton, and wool.

(3) Sales of surplus power by the Tennessee Valley Authority to States, counties, municipalities, cooperative organization of citizens or farmers, corporations and other individuals pursuant to section 10 of the Tennessee Valley Authority Act of 1933 (16 U.S.C. 8311).

**29 CFR Part 5 – LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING  
FEDERALLY FINANCED AND ASSISTED CONSTRUCTION**

(c) Tolerances. (1) The "basic rate of pay" under section 102 of the Contract Work Hours and Safety Standards Act may be computed as an hourly equivalent to the rate on which time-and-one-half overtime compensation may be computed and paid under section 7 of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 207), as interpreted in part 778 of this title. This tolerance is found to be necessary and proper in the public interest in order to prevent undue hardship.

(2) Concerning the tolerance provided in paragraph (c)(1) of this section, the provisions of section 7(d)(2) of the Fair Labor Standards Act and Sec. 778.7 of this title should be noted. Under these provisions, payments for occasional periods when no work is performed, due to vacations, and similar causes are excludable from the "regular rate" under the Fair Labor Standards Act. Such payments, therefore, are also excludable from the "basic rate" under the Contract Work Hours and Safety Standards Act.

(3) See Sec. 5.8(c) providing a tolerance subdelegating authority to the heads of agencies to make appropriate adjustments in the assessment of liquidated damages totaling \$500 or less under specified circumstances.

(4)(i) Time spent in an organized program of related, supplemental instruction by laborers or mechanics employed under bona fide apprenticeship or training programs may be excluded from working time if the criteria prescribed in paragraphs (c)(4)(ii) and (iii) of this section are met.

(ii) The apprentice or trainee comes within the definition contained in Sec. 5.2(n).

(iii) The time in question does not involve productive work or performance of the apprentice's or trainee's regular duties.

(d) Variations. (1) In the event of failure or refusal of the contractor or any subcontractor to comply with overtime pay requirements of the Contract Work Hours and Safety Standards Act, if the funds withheld by Federal agencies for the violations are not sufficient to pay fully both the unpaid wages due laborers and mechanics and the liquidated damages due the United States, the available funds shall be used first to compensate the laborers and mechanics for the wages to which they are entitled (or an equitable portion thereof when the funds are not adequate for this purpose); and the balance, if any, shall be used for the payment of liquidated damages.

(2) In the performance of any contract entered into pursuant to the provisions of 38 U.S.C. 620 to provide nursing home care of veterans, no contractor or subcontractor under such contract shall be deemed in violation of section 102 of the Contract Work Hours and Safety Standards Act by virtue of failure to pay the overtime wages required by such section for work in excess of 40 hours in the workweek to any individual employed by an establishment which is an institution primarily engaged in the care of the sick, the aged, or the mentally ill or defective who reside on the premises if, pursuant to an agreement or understanding arrived at between the employer and

the employee before performance of the work, a work period of 14 consecutive days is accepted in lieu of the workweek of 7 consecutive days for the purpose of overtime compensation and if such individual receives compensation for employment in excess of 8 hours in any workday and in excess of 80 hours in such 14-day period at a rate not less than  $1\frac{1}{2}$  times the regular rate at which the individual is employed, computed in accordance with the requirements of the Fair Labor Standards Act of 1938, as amended.

(3) Any contractor or subcontractor performing on a government contract the principal purpose of which is the furnishing of fire fighting or suppression and related services, shall not be deemed to be in violation of section 102 of the Contract Work Hour and Safety Standards Act for failing to pay the overtime compensation required by section 102 of the Act in accordance with the basic rate of pay as defined in paragraph (c)(1) of this section, to any pilot or copilot of a fixed-wing or rotary-wing aircraft employed on such contract if:

(i) Pursuant to a written employment agreement between the contractor and the employee which is arrived at before performance of the work.

(A) The employee receives gross wages of not less than \$300 per week regardless of the total number of hours worked in any workweek, and

(B) Within any workweek the total wages which an employee receives are not less than the wages to which the employee would have been entitled in that workweek if the employee were paid the minimum hourly wage required under the contract pursuant to the provisions of the Service Contract Act of 1965 and any applicable wage determination issued thereunder for all hours worked, plus an additional premium payment of one-half times such minimum hourly wage for all hours worked in excess of 40 hours in the workweek;

(ii) The contractor maintains accurate records of the total daily and weekly hours of work performed by such employee on the government contract. In the event these conditions for the exemption are not met, the requirements of section 102 of the Contract Work Hours and Safety Standards Act shall be applicable to the contract from the date the contractor or subcontractor fails to satisfy the conditions until completion of the contract.

(Reporting and recordkeeping requirements in paragraph (d)(2) have been approved by the Office of Management and Budget under control numbers 1215-0140 and 1215-0017. Reporting and recordkeeping requirements in paragraph (d)(3)(ii) have been approved by the Office of Management and Budget under control number 1215-0017)

[48 FR 19541, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 61 FR 40716, Aug. 5, 1996]



## 29 CFR Part 5 – LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION

### **Sec. 5.16 Training plans approved or recognized by the Department of Labor prior to August 20, 1975.**

(a) Notwithstanding the provisions of Sec. 5.5(a)(4)(ii) relating to the utilization of trainees on Federal and federally assisted construction, no contractor shall be required to obtain approval of a training program which, prior to August 20, 1975, was approved by the Department of Labor for purposes of the Davis-Bacon and Related Acts, was established by agreement of organized labor and management and therefore recognized by the Department, and/or was recognized by the Department under Executive Order 11246, as amended. A copy of the program and evidence of its prior approval, if applicable shall be submitted to the Employment and Training Administration, which shall certify such prior approval or recognition of the program. In every other respect, the provisions of Sec. 5.5(a)(4)(ii)—including those relating to registration of trainees, permissible ratios, and wage rates to be paid—shall apply to these programs.

(b) Every trainee employed on a contract executed on and after August 20, 1975, in one of the above training programs must be individually registered in the program in accordance with Employment and Training Administration procedures, and must be paid at the rate specified in the program for the level of progress. Any such employee listed on the payroll at a trainee rate who is not registered and participating in a program certified by ETA pursuant to this section, or approved and certified by ETA pursuant to Sec. 5.5(a)(4)(ii), must be paid the wage rate determined by the Secretary of Labor for the classification of work actually performed. The ratio of trainees to journeymen shall not be greater than permitted by the terms of the program.

(c) In the event a program which was recognized or approved prior to August 20, 1975, is modified, revised, extended, or renewed, the changes in the program or its renewal must be approved by the Employment and Training Administration before they may be placed into effect.

### **Sec. 5.17 Withdrawal of approval of a training program.**

If at any time the Employment and Training Administration determines, after opportunity for a hearing, that the standards of any program, whether it is one recognized or approved prior to August 20, 1975, or a program subsequently approved, have not been complied with, or that such a program fails to provide adequate training for participants, a contractor will no longer be permitted to utilize trainees at less than the predetermined rate for the classification of work actually performed until an acceptable program is approved.

### **Sec. 5.20 Scope and significance of this subpart.**

Source: 29 FR 13465, Sept. 30, 1964, unless otherwise noted.

The 1964 amendments (Pub. L. 88-349) to the Davis-Bacon Act require, among other things, that the prevailing wage determined for Federal and federally-assisted construction include: (a) The basic hourly rate of pay; and (b) the amount contributed by the contractor or subcontractor for certain fringe benefits (or the cost to them of such benefits). The purpose of this subpart is to explain the provisions of these amendments. This subpart makes available in one place official interpretations of the fringe benefits provisions of the Davis-Bacon Act. These interpretations will guide the Department of Labor in carrying out its responsibilities under these provisions. These interpretations are intended also for the guidance of contractors, their associations, laborers and mechanics and their organizations, and local, State and Federal agencies, who may be concerned with these provisions of the law. The interpretations contained in this subpart are authoritative and may be relied upon as provided for in section 10 of the Portal-to-Portal Act of 1947 (29 U.S.C. 359). The omission to discuss a particular problem in this subpart or in interpretations supplementing it should not be taken to indicate the adoption of any position by the Secretary of Labor with respect to such problem or to constitute an administrative interpretation, practice, or enforcement policy. Questions on matters not fully covered by this subpart may be referred to the Secretary for interpretation as provided in Sec. 5.12.

### **Sec. 5.22 Effect of the Davis-Bacon fringe benefits provisions.**

The Davis-Bacon Act and the prevailing wage provisions of the related statutes listed in Sec. 1.1 of this subtitle confer upon the Secretary of Labor the authority to predetermine, as minimum wages, those wage rates found to be prevailing for corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the area in which the work is to be performed. See paragraphs (a) and (b) of Sec. 1.2 of this subtitle. The fringe benefits amendments enlarge the scope of this authority by including certain bona fide fringe benefits within the meaning of the terms "wages", "scale of wages", "wage rates", "minimum wages" and "prevailing wages", as used in the Davis-Bacon Act.

### **Sec. 5.23 The statutory provisions.**

The fringe benefits provisions of the 1964 amendments to the Davis-Bacon Act are, in part, as follows:

(b) As used in this Act the term "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include—

**29 CFR Part 5 – LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING  
FEDERALLY FINANCED AND ASSISTED CONSTRUCTION**

(1) The basic hourly rate of pay; and

(2) The amount of—

(A) The rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other Federal, State, or local law to provide any of such benefits \* \* \*.

**Sec. 5.24 The basic hourly rate of pay.**

“The basic hourly rate of pay” is that part of a laborer’s or mechanic’s wages which the Secretary of Labor would have found and included in wage determinations prior to the 1964 amendments. The Secretary of Labor is required to continue to make a separate finding of this portion of the wage. In general, this portion of the wage is the cash payment made directly to the laborer or mechanic. It does not include fringe benefits.

**Sec. 5.25 Rate of contribution or cost for fringe benefits.**

(a) Under the amendments, the Secretary is obligated to make a separate finding of the rate of contribution or cost of fringe benefits. Only the amount of contributions or costs for fringe benefits which meet the requirements of the act will be considered by the Secretary. These requirements are discussed in this subpart.

(b) The rate of contribution or cost is ordinarily an hourly rate, and will be reflected in the wage determination as such. In some cases, however, the contribution or cost for certain fringe benefits may be expressed in a formula or method of payment other than an hourly rate. In such cases, the Secretary may in his discretion express in the wage determination the rate of contribution or cost used in the formula or method or may convert it to an hourly rate of pay whenever he finds that such action would facilitate the administration of the Act. See Sec. 5.5(a)(1)(i) and (iii).

**Sec. 5.26 “\* \* \* contribution irrevocably made \* \* \* to a trustee or to a third person”.**

Under the fringe benefits provisions (section 1(b)(2) of the Act) the amount of contributions for fringe benefits must be made to a trustee or to a third person irrevocably. The “third person” must be one who is not affiliated with the contractor or subcontractor. The trustee must assume the usual fiduciary responsibilities imposed upon trustees by applicable law. The trust or fund must be set up in such a way that in no event will the contractor or subcontractor be able to recapture any of the contributions paid in or any way divert the funds to his own use or benefit. Although contributions made to a trustee or third person pursuant to a benefit plan must be irrevocably made, this does not prevent return to the contractor or subcontractor of sums which he had paid in excess of the contributions actually called for by the plan, as where such excess payments result from error or from the necessity of making payments to cover the estimated cost of contributions at a time when the exact amount of the necessary contributions under the plan is not yet ascertained. For example, a benefit plan may provide for definite insurance benefits for employees in the event of the happening of a specified contingency such as death, sickness, accident, etc., and may provide that the cost of such definite benefits, either in full or any balance in excess of specified employee contributions, will be borne by the contractor or subcontractor. In such a case the return by the insurance company to the contractor or subcontractor of sums paid by him in excess of the amount required to provide the benefits which, under the plan, are to be provided through contributions by the contractor or subcontractor, will not be deemed a recapture or diversion by the employer of contributions made pursuant to the plan. (See Report of the Senate Committee on Labor and Public Welfare, S. Rep. No. 963, 88th Cong., 2d Sess., p. 5.)

**Sec. 5.27 “\* \* \* fund, plan, or program”.**

The contributions for fringe benefits must be made pursuant to a fund, plan or program (sec. 1(b)(2)(A) of the act). The phrase “fund, plan, or program” is merely intended to recognize the various types of arrangements commonly used to provide fringe benefits through employer contributions. The phrase is identical with language contained in section 3(1) of the Welfare and Pension Plans Disclosure Act. In interpreting this phrase, the Secretary will be guided by the experience of the Department in administering the latter statute. (See Report of Senate Committee on Labor and Public Welfare, S. Rep. No. 963, 88th Cong., 2d Sess., p. 5.)

**Sec. 5.28 Unfunded plans.**

(a) The costs to a contractor or subcontractor which may be reasonably anticipated in providing benefits of the types described in the act pursuant to an enforceable commitment to carry out a financially responsible plan or program, are considered fringe benefits within the meaning of the act (see 1(b)(2)(B)



## 29 CFR Part 5 – LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION

of the act). The legislative history suggests that these provisions were intended to permit the consideration of fringe benefits meeting, among others, these requirements and which are provided from the general assets of a contractor or subcontractor. (Report of the House Committee on Education and Labor, H. Rep. No. 308, 88th Cong., 1st Sess., p. 4.)

(b) No type of fringe benefit is eligible for consideration as a so-called unfunded plan unless:

(1) It could be reasonably anticipated to provide benefits described in the act;

(2) It represents a commitment that can be legally enforced;

(3) It is carried out under a financially responsible plan or program; and

(4) The plan or program providing the benefits has been communicated in writing to the laborers and mechanics affected. (See S. Rep. No. 963, p. 6.)

(c) It is in this manner that the act provides for the consideration of unfunded plans or programs in finding prevailing wages and in ascertaining compliance with the Act. At the same time, however, there is protection against the use of this provision as a means of avoiding the act's requirements. The words "reasonably anticipated" are intended to require that any unfunded plan or program be able to withstand a test which can perhaps be best described as one of actuarial soundness. Moreover, as in the case of other fringe benefits payable under the act, an unfunded plan or program must be "bona fide" and not a mere simulation or sham for avoiding compliance with the act. (See S. Rep. No. 963, p. 6.) The legislative history suggests that in order to insure against the possibility that these provisions might be used to avoid compliance with the act, the committee contemplates that the Secretary of Labor in carrying out his responsibilities under Reorganization Plan No. 14 of 1950, may direct a contractor or subcontractor to set aside in an account assets which, under sound actuarial principles, will be sufficient to meet the future obligation under the plan. The preservation of this account for the purpose intended would, of course, also be essential. (S. Rep. No. 963, p. 6.) This is implemented by the contractual provisions required by Sec. 5.5(a)(1)(iv).

### **Sec. 5.29 Specific fringe benefits.**

(a) The act lists all types of fringe benefits which the Congress considered to be common in the construction industry as a whole. These include the following: Medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, vacation and holiday pay, defrayment of costs of apprenticeship or other similar programs, or other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other

Federal, State, or local law to provide any of such benefits.

(b) The legislative history indicates that it was not the intent of the Congress to impose specific standards relating to administration of fringe benefits. It was assumed that the majority of fringe benefits arrangements of this nature will be those which are administered in accordance with requirements of section 302(c)(5) of the National Labor Relations Act, as amended (S. Rep. No. 963, p. 5).

(c) The term "other bona fide fringe benefits" is the so-called "open end" provision. This was included so that new fringe benefits may be recognized by the Secretary as they become prevailing. It was pointed out that a particular fringe benefit need not be recognized beyond a particular area in order for the Secretary to find that it is prevailing in that area. (S. Rep. No. 963, p. 6).

(d) The legislative reports indicate that, to insure against considering and giving credit to any and all fringe benefits, some of which might be illusory or not genuine, the qualification was included that such fringe benefits must be "bona fide" (H. Rep. No. 308, p. 4; S. Rep. No. 963, p. 6). No difficulty is anticipated in determining whether a particular fringe benefit is "bona fide" in the ordinary case where the benefits are those common in the construction industry and which are established under a usual fund, plan, or program. This would be typically the case of those fringe benefits listed in paragraph (a) of this section which are funded under a trust or insurance program. Contractors may take credit for contributions made under such conventional plans without requesting the approval of the Secretary of Labor under Sec. 5.5(a)(1)(iv).

(e) Where the plan is not of the conventional type described in the preceding paragraph, it will be necessary for the Secretary to examine the facts and circumstances to determine whether they are "bona fide" in accordance with requirements of the act. This is particularly true with respect to unfunded plans. Contractors or subcontractors seeking credit under the act for costs incurred for such plans must request specific permission from the Secretary under Sec. 5.5(a)(1)(iv).

(f) The act excludes fringe benefits which a contractor or subcontractor is obligated to provide under other Federal, State, or local law. No credit may be taken under the act for the payments made for such benefits. For example, payment for workmen's compensation insurance under either a compulsory or elective State statute are not considered payments for fringe benefits under the Act. While each situation must be separately considered on its own merits, payments made for travel, subsistence or to industry promotion funds are not normally payments for fringe benefits under the Act. The omission in the Act of any express reference to these payments, which are common in the construction industry, suggests that these payments should not normally be regarded as bona fide fringe benefits under the Act.

**29 CFR Part 5 – LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING  
FEDERALLY FINANCED AND ASSISTED CONSTRUCTION**

**Sec. 5.30 Types of wage determinations.**

(a) When fringe benefits are prevailing for various classes of laborers and mechanics in the area of proposed construction, such benefits are includable in any Davis-Bacon wage determination. Illustrations, contained in paragraph (c) of this section, demonstrate some of the different types of wage determinations which may be made in such cases.

(b) Wage determinations of the Secretary of Labor under the act do not include fringe benefits for various classes of laborers and mechanics whenever such benefits do not prevail in the area of proposed construction. When this occurs the wage determination will contain only the basic hourly rates of pay, that is only the cash wages which are prevailing for the various classes of laborers and mechanics. An illustration of this situation is contained in paragraph (c) of this section.

(c) Illustrations:

OMITTED

(It should be noted this format is not necessarily in the exact form in which determinations will issue; it is for illustration only.)

**Sec. 5.31 Meeting wage determination obligations.**

(a) A contractor or subcontractor performing work subject to a Davis-Bacon wage determination may discharge his minimum wage obligations for the payment of both straight time wages and fringe benefits by paying in cash, making payments or incurring costs for "bona fide" fringe benefits of the types listed in the applicable wage determination or otherwise found prevailing by the Secretary of Labor, or by a combination thereof.

(b) A contractor or subcontractor may discharge his obligations for the payment of the basic hourly rates and the fringe benefits where both are contained in a wage determination applicable to his laborers or mechanics in the following ways:

(1) By paying not less than the basic hourly rate to the laborers or mechanics and by making the contributions for the fringe benefits in the wage determinations, as specified therein. For example, in the illustration contained in paragraph (c) of Sec. 5.30, the obligations for "painters" will be met by the payment of a straight time hourly rate of not less than \$3.90 and by contributing not less than at the rate of 15 cents an hour for health and welfare benefits, 10 cents an hour for pensions, and 20 cents an hour for vacations; or

(2) By paying not less than the basic hourly rate to the laborers or mechanics and by making contributions for "bona fide" fringe benefits in a total amount not less than the total of the fringe benefits required by the wage determination. For example, the obligations for "painters" in the illustration in paragraph (c) of Sec. 5.30 will be met by the payment

of a straight time hourly rate of not less than \$3.90 and by contributions of not less than a total of 45 cents an hour for "bona fide" fringe benefits; or

(3) By paying in cash directly to laborers or mechanics for the basic hourly rate and by making an additional cash payment in lieu of the required benefits. For example, where an employer does not make payments or incur costs for fringe benefits, he would meet his obligations for "painters" in the illustration in paragraph (c) of Sec. 5.30, by paying directly to the painters a straight time hourly rate of not less than \$4.35 (\$3.90 basic hourly rate plus 45 cents for fringe benefits); or

(4) As stated in paragraph (a) of this section, the contractor or subcontractor may discharge his minimum wage obligations for the payment of straight time wages and fringe benefits by a combination of the methods illustrated in paragraphs (b)(1) thru (3) of this section. Thus, for example, his obligations for "painters" may be met by an hourly rate, partly in cash and partly in payments or costs for fringe benefits which total not less than \$4.35 (\$3.90 basic hourly rate plus 45 cents for fringe benefits). The payments in such case may be \$4.10 in cash and 25 cents in payments or costs in fringe benefits. Or, they may be \$3.75 in cash and 60 cents in payments or costs for fringe benefits.

[30 FR 13136, Oct. 15, 1965]

**Sec. 5.32 Overtime payments.**

(a) The act excludes amounts paid by a contractor or subcontractor for fringe benefits in the computation of overtime under the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, and the Walsh-Healey Public Contracts Act whenever the overtime provisions of any of these statutes apply concurrently with the Davis-Bacon Act or its related prevailing wage statutes. It is clear from the legislative history that in no event can the regular or basic rate upon which premium pay for overtime is calculated under the aforementioned Federal statutes be less than the amount determined by the Secretary of Labor as the basic hourly rate (i.e. cash rate) under section 1(b)(1) of the Davis-Bacon Act. (See S. Rep. No. 963, p. 7.) Contributions by employees are not excluded from the regular or basic rate upon which overtime is computed under these statutes; that is, an employee's regular or basic straight-time rate is computed on his earnings before any deductions are made for the employee's contributions to fringe benefits. The contractor's contributions or costs for fringe benefits may be excluded in computing such rate so long as the exclusions do not reduce the regular or basic rate below the basic hourly rate contained in the wage determination.

(b) The legislative report notes that the phrase "contributions irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program" was added to the bill in Committee. This language in essence

## 29 CFR Part 5 – LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION

conforms to the overtime provisions of section 7(d)(4) of the Fair Labor Standards Act, as amended. The intent of the committee was to prevent any avoidance of overtime requirements under existing law. See H. Rep. No. 308, p. 5.

(c)(1) The act permits a contractor or subcontractor to pay a cash equivalent of any fringe benefits found prevailing by the Secretary of Labor. Such a cash equivalent would also be excludable in computing the regular or basic rate under the Federal overtime laws mentioned in paragraph (a). For example, the W construction contractor pays his laborers or mechanics \$3.50 in cash under a wage determination of the Secretary of Labor which requires a basic hourly rate of \$3 and a fringe benefit contribution of 50 cents. The contractor pays the 50 cents in cash because he made no payments and incurred no costs for fringe benefits. Overtime compensation in this case would be computed on a regular or basic rate of \$3.00 an hour. However, in some cases a question of fact may be presented in ascertaining whether or not a cash payment made to laborers or mechanics is actually in lieu of a fringe benefit or is simply part of their straight time cash wage. In the latter situation, the cash payment is not excludable in computing overtime compensation. Consider the examples set forth in paragraphs (c)(2) and (3) of this section.

(2) The X construction contractor has for some time been paying \$3.25 an hour to a mechanic as his basic cash wage plus 50 cents an hour as a contribution to a welfare and pension plan. The Secretary of Labor determines that a basic hourly rate of \$3 an hour and a fringe benefit contribution of 50 cents are prevailing. The basic hourly rate or regular rate for overtime purposes would be \$3.25, the rate actually paid as a basic cash wage for the employee of X, rather than the \$3 rate determined as prevailing by the Secretary of Labor.

(3) Under the same prevailing wage determination, discussed in paragraph (c)(2) of this section, the Y construction contractor who has been paying \$3 an hour as his basic cash wage on which he has been computing overtime compensation reduces the cash wage to \$2.75 an hour but computes his costs of benefits under section 1(b)(2)(B) as \$1 an hour. In this example the regular or basic hourly rate would continue to be \$3 an hour. See S. Rep. No. 963, p. 7.

## **APPENDIX D**

### **DAVIS-BACON AND RELATED ACTS**



## Davis-Bacon and Related Acts

[Public -- No. 403-74th Congress] [S.3303]

### **AN ACT**

To amend the Act approved March 3, 1931, relating to the rate of wages for laborers and mechanics employed by contractors and subcontractors on public buildings.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Act entitled "An Act relating to the rate of wages for laborers and mechanics employed on public building of the United States and the District of Columbia by contractors or subcontractors, and for other purposes," approved March 3, 1931, is amended to read as follows:

"That the advertised specifications for every contract in excess of \$2,000, to which the United States or the District of Columbia is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the United States or the District of Columbia within the geographical limits of the States of the Union or the District of Columbia, and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the city, town, village, or other civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there; and every contract based upon these specifications shall contain a stipulation that the contractor or his subcontractor shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers and mechanics, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of accrued payments as may be considered necessary by the contracting officer to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by such laborers and mechanics and not refunded to the contractor, subcontractors, or their agents.

"Sec.2. Every contract within the scope of this Act shall contain the further provision that in the event it is found by the contracting officer that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the Government may, by written notice to the contractor, terminate his right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable to the Government for any excess costs occasioned the Government thereby.

"Sec. 3. (a) The Comptroller General of the United States is authorized and directed to pay directly to laborers and mechanics from any accrued payments withheld under the

## DAVIS-BACON AND RELATED ACTS

terms of the contract any wages found to be due laborers and mechanics pursuant to this Act; and the Comptroller General of the United States is further authorized and is directed to distribute a list to all departments of the Government giving the names of persons or firms whom he has found to have disregarded their obligations to employees and subcontractors. No contract shall be awarded to the persons or firms appearing on this list or to any firm, corporation, partnership, or association in which such persons or firms have an interest until three years have elapsed from the date of publication of the list containing the names of such persons or firms.

"(b) If the accrued payments withheld under the terms of the contract, as aforesaid, are insufficient to reimburse all the laborers and mechanics with respect to whom there has been a failure to pay the wages required pursuant to this Act, such laborers and mechanics shall have the right of action and/or of intervention against the contractor and his sureties conferred by law upon persons furnishing labor or materials, and in such proceedings it shall be no defense that such laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

"Sec. 4. This Act shall not be construed to supersede or impair any authority otherwise granted by Federal law to provide for the establishment of specific wage rates.

"Sec. 5. This Act shall take effect thirty days after its passage, but shall not affect any contract then existing or any contract that may thereafter be entered into pursuant to invitations for bids that are outstanding at the time of the passage of this Act.

"Sec. 6. In the event of a national emergency the President is authorized to suspend the provisions of this Act.

"Sec. 7. The funds appropriated and made available by the Emergency Relief Appropriation Act of 1935 (Public Resolution Numbered 11, 74th Congress), are hereby made available for the fiscal year ending June 30, 1936, to the Department of Labor for expenses of the administration of this Act."

Approved, August 30, 1935.

## AMENDMENT

[Public-No. 633 -- 76th Congress]  
[Chapter 373-3d Session]  
[S.3650]

## AN ACT

To require the payment of prevailing rates of wages on Federal public works in Alaska and Hawaii.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That section 1 of the Act entitled "An Act relating to the rate of wages for laborers and mechanics employed on public buildings of the United States and the District of Columbia by contractors and subcontractors, and for other purposes," approved March 3, 1931 (46 Stat. 1494), as amended, is further amended by striking out the words "States of the Union or the District of Columbia" and inserting in lieu thereof : "States of the Union, the Territory of Alaska, the Territory of Hawaii, or the District of Columbia"; and by striking out the words "or other civil subdivision of the State" and inserting in lieu thereof "or other civil subdivision of the State, or the Territory of Alaska or the Territory of Hawaii".

## DAVIS-BACON AND RELATED ACTS

Sec 2. The amendments made by this Act shall take effect on the thirtieth day after the date of enactment of this Act, but shall not affect any contract in existence on such effective date of made thereafter pursuant to invitations for bids outstanding on the date of enactment of this Act.

Approved, June 15, 1940.

[40 U.S. Code, sec. 276a-7]

The fact that any contract authorized by any Act is entered into without regard to section 5 of Title 41, or upon a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, shall not be construed to render inapplicable the provisions of sections 276a to 276a-5 of this title, if such Act would otherwise be applicable to such contract. March 23, 1941, 12 noon, ch. 26, 55 Stat. 53; Aug. 21, 1941, ch. 395, 55 Stat. 658.

## AMENDMENT

[Public -No. 88-349-88th Congress]

July 2, 1964

[H.R. 6041]

## AN ACT

To amend the prevailing wage section of the Davis-Bacon Act, as amended; and related sections of the Federal Airport Act, as amended; and the National Housing Act as amended

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That section 1 of the Act of March 3, 1931, as amended (46 Stat. 1494, as amended; 40 U.S.C. 276a), is hereby amended by designating the language of the present section as subsection (a) and by adding at the end thereof the following new subsection (b); "(b) As used in sections the term `wages`, `scale of wages`, `wage rates`, `minimum wages`, and `prevailing wages` shall include -  
"(1) the basic hourly rate of pay; and  
"(2) the amount of -

(A) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and  
B) the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other Federal, State, or local law to provide any of such benefits: *Provided*, That the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determination of the Secretary of Labor, insofar as this Act and other Acts incorporating this Act by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in paragraph (2)(A), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in paragraph (2)(B), or any combination thereof, where the aggregate of any such payments, contributions, and costs is not less than the rate of pay described in paragraph (1) plus the amount referred to in



## DAVIS-BACON AND RELATED ACTS

paragraph (2). "In determining the overtime pay to which the laborer or mechanic is entitled under any Federal law, his regular or basic hourly rate of pay (or other alternative rate upon which premium rate of overtime compensation is computed) shall be deemed to be the rate computed under paragraph (1), except that where the amount of payments, contributions, or costs incurred with respect to him exceeds the prevailing wage applicable to him under this Act, such regular or basic hourly rate of pay (or such other alternative rate) shall be arrived at by deducting from the amount of payments, contributions, or costs actually incurred with respect to him, the amount of contributions or costs of the types described in paragraph (2) actually incurred with respect to him, or the amount determined under paragraph (2) but not actually paid, whichever amount is the greater."

Sec. 2. Section 15(b) of the Federal Airport Act, as amended (60 Stat. 178, as amended; 49 U.S.C. 1114(b)) is hereby amended by inserting the words "in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a -- 276a-5)" after the words "Secretary of Labor,".

Sec. 3. Section 212(a) of the National Housing Act, as amended (53 Stat. 208, as amended; 12 U.S.C. 1715 (c)), is hereby amended by inserting the words "in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a -- 276a-5)," after the words "Secretary of Labor,".

Sec 4. The amendments made by this Act shall take effect on the ninetieth day after the date of enactment of this Act, but shall not affect any contract in existence on such effective date or made thereafter pursuant to invitations for bids outstanding on such effective date and the rate of payments specified by section 1(b)(2) of the Act of March 3, 1931, as amended by this Act, shall, during a period of two hundred and seventy days after such effective date, become effective only in those cases and reasonable classes of cases as the Secretary of Labor, acting as rapidly as practicable to make such rates of payments fully effective, shall by rule or regulation provide.

**APPENDIX E**

**LABOR COMPLIANCE FORMS**



**APPENDIX E**  
**Los Angeles County Metropolitan Transportation Authority (Metro)**  
**Labor Compliance (LC) Document Submittal Schedule**

<b>Document Name</b>	<b>LC FORM</b>	<b>Applicable Entity</b>	<b>Frequency</b>	<b>Due Date</b>	<b>Note</b>
Certified Payroll Report (CPR) with Statement of Compliance	A1 A2	Prime and Subs	Weekly	Within 10 / 7 days of end of payroll period	Within 10 days from the end of the payroll period, or in the case of Federally-assisted contracts, within 7 days of the end of the payroll period.
Owner-Operator Listing with Statement of Compliance	B1 B2	Prime and Subs	Weekly	Within 10 days of end of payroll period	All Owner-Operators are to be reported on this form.
Fringe Benefit Statement	C	Prime and Subs	As Needed	With first CPR submitted, and as information changes	In the event fringe benefits are paid in cash to workers, contractor should indicate "fringe benefits paid in cash" across this form.
Certificate Appointing Payroll Officer	D	Prime and Subs	As Needed	With first CPR submitted, and as information changes	This form should be submitted with the first CPR and each time a new Payroll Officer is appointed.
Prevailing Wage Certification	E	Prime and Subs	One-Time Filing	With first CPR submitted	This form is to be submitted by each contractor with the first CPR submitted.
Training Fund Contribution Report (CAC 2 Form)	F	Prime and Subs	Monthly	Within 15 days of end of reporting month	All training contributions on behalf of employees to the California Apprenticeship Council shall be submitted on this form.

**APPENDIX E**  
**Los Angeles County Metropolitan Transportation Authority (Metro)**  
**Labor Compliance (LC) Document Submittal Schedule**

<b>Document Name</b>	<b>LC FORM</b>	<b>Applicable Entity</b>	<b>Frequency</b>	<b>Due Date</b>	<b>Note</b>
Public Works Contract Award Information (DAS 140)	G	Prime and Subs	One-time filing	Within ten (10) days of the date of the execution of the Prime Contract or Subcontract	Original to be submitted to Appropriate Apprenticeship Committee(s) and a copy sent to Metro.
Employer's Monthly Report to Trustees	H	Prime and Subs	Monthly	Within 15 days of end of reporting month	Submitted by the prime contractor and each subcontractor that pays benefits into an approved plan(s).
CC257 (Monthly Employment Utilization Report) with Instructions	I1 I2	Prime and Subs	Monthly	Within 5 days of end of reporting month	The prime contractor shall submit a report for its aggregate Project work force. Each subcontractor shall separately submit a report for its aggregate Project work force.
List of Contractor and Subcontractors Working on Project	J	Prime	Monthly	Within 15 days of end of reporting month	All information listed on form is required.
Verified statement of journeyman and apprentice hours	Not Provided	Prime and Subs	One-Time Filing	Within 60 days after concluding work on the contract	Each contractor and subcontractor shall submit to the Metro and to the apprenticeship program(s) a verified statement of the journeyman and apprentice hours performed on the contract.

# PUBLIC WORKS PAYROLL REPORTING FORM

Page of

NAME OF CONTRACTOR: <input type="checkbox"/> OR SUBCONTRACTOR										ADDRESS																
SPECIALTY LICENSE #										EMPLOYER FEDERAL ID NUMBER:																
FOR WEEK ENDING:										PROJECT OR CONTRACT #																
PAYROLL NO.										PROJECT LOCATION																
(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH HOLDING EXEMPT	(3) WORK CLASSIFI- CATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS										(9) NET WAGES PAID FOR WEEK			
			HOURS WORKED EACH DAY										FICA SOC SEC	STATE TAX	SDI	VAC/ HOL	HEALTH WELF	PEN.	TOTAL DEDUCT.							
			SUN	MON	TUES	WED	THU	FRI	SAT																	

S=STRAIGHT TIME O=OVERTIME SDI=STATE DISABILITY INSURANCE



## STATEMENT OF COMPLIANCE

Date \_\_\_\_\_

I, \_\_\_\_\_ do hereby certify under penalty of perjury:  
(Name of signatory party) / (Title)

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_  
(Contractor or subcontractor)  
on the \_\_\_\_\_, that during the payroll period commencing on the  
(Building or work)  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, all persons  
employed on said project have been paid their full weekly wages earned, that no rebates have been or  
will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ from  
(Contractor or subcontractor)

the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly  
from the full wages earned by any person, other than permissible deductions, as described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and  
complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage  
rates contained in any wage determination incorporated into the contract; that the classifications set forth therein  
for each laborer or mechanic conform with the work he or she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program  
registered with a State apprenticeship agency.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

\_\_\_\_\_ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced  
payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs  
for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

\_\_\_\_\_ Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an  
amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe  
benefits as listed in the contract, except as noted in Section 4(c) below:

(c) EXCEPTIONS

EXCEPTION(CRAFT)	EXPLANATION
Remarks:	
Name and Title:	Signature:





# LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

## OWNER-OPERATOR LISTING (Metro LC FORM B1)

NAME OF CONTRACTOR EMPLOYING OWNER-OPERATOR (S)		ADDRESS														
PAYROLL NO.	FOR THE WEEK ENDING	PROJECT AND LOCATION	CONTRACT NO.													
NAME, ADDRESS, SOCIAL SECURITY NO. AND CONTRACTOR'S LICENSE NO. OF OWNER OPERATOR (IF ANY)	WORK CLASSIFICATION	DESCRIPTION OF EQUIPMENT	TRUCK, CAL T. NO. AND/OR EQUIP. LICENSE NO.	DAY AND DATE							TOTAL WEEKLY HOURS	HOURLY RATE OF PAY	GROSS PAYMENT EARNED	CHECK NO.		
				S	M	T	W	T	F	S						
				O												
				S												
				O												
				S												
				O												
				S												
				O												
				S												
				O												
				S												
				O												
				S												
				O												
				S												
				O												
				S												

Note: CERTIFICATION WILL BE ACCEPTED ONLY FROM THE CONTRACTOR EMPLOYING THE OWNER OPERATOR. IT WILL NOT BE ACCEPTED FROM THE OWNER OPERATOR HIMSELF.



LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
**OWNER-OPERATOR LISTING STATEMENT OF COMPLIANCE**

Date

I, \_\_\_\_\_ do hereby certify under penalty of perjury:  
(Name of signatory party) (Title)

(1) That all the information in this report is true and correct;

(2) That I pay or supervise the payment of the persons reported as Owners-Operators by \_\_\_\_\_  
(Contractor or Subcontractor)  
on the \_\_\_\_\_, that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_  
(Project)  
20 \_\_\_\_\_ and ending the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, all persons employed on said project have been paid their full weekly wages earned, that no rebates have or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ from the full weekly wages earned by any person and that no deductions have been made either directly or (Contractor or Subcontractor) indirectly from the full wages earned by any person, other than permissible deductions, as described below:

(3) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wages contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he or she performed.

(4) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.

(5) That :

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

\_\_\_\_\_ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payment of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 5 (c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

\_\_\_\_\_ Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract except as noted in Section 5 (c) below:

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

Remarks:

Name and Title	Signature

On federally-funded projects, permissible deductions are defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 U.S. C. 276c). The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution (Section 1001 of Title 118 and Section 231 of Title 31 of the United States Code.)

(Metro LC FORM B2)



**Fringe Benefits Statement**

Contract/Proposal Number:		Project Name:		Date:	
		<p>INSTRUCTIONS: This form is to be submitted with the first certified payroll. In order that the proper Fringe Benefit rates can be used for checking payrolls or applied to Force Account work which may be done on the above contract the hourly rates for fringe benefits, subsistence and/or travel allowance payment (as required by collective bargaining agreements) made for employees on the various classes of work are tabulated below.</p> <p>THIS DOCUMENT CONTAINS PERSONAL INFORMATION AND, PURSUANT TO CIVIL CODE 1796.21, IT SHALL BE KEPT CONFIDENTIAL IN ORDER TO PROTECT AGAINST UNAUTHORIZED DISCLOSURE.</p>			
Classification:		Effective Date:		Subsistence or Travel Pay:	
	Health and Welfare \$	Trust Fund Paid To: (Name)			
		Address:			
	Pension \$	Trust Fund Paid To: (Name)			
		Address:			
	Vacation/Holiday \$	Trust Fund Paid To: (Name)			
		Address:			
	Training and/or Other \$	Trust Fund Paid To: (Name)			
		Address:			
Classification:		Effective Date:		Subsistence or Travel Pay:	
	Health and Welfare \$	Trust Fund Paid To: (Name)			
		Address:			
	Pension \$	Trust Fund Paid To: (Name)			
		Address:			
	Vacation/Holiday \$	Trust Fund Paid To: (Name)			
		Address:			
	Training and/or Other \$	Trust Fund Paid To: (Name)			
		Address:			
Classification:		Effective Date:		Subsistence or Travel Pay:	
	Health and Welfare \$	Trust Fund Paid To: (Name)			
		Address:			
	Pension \$	Trust Fund Paid To: (Name)			
		Address:			
	Vacation/Holiday \$	Trust Fund Paid To: (Name)			
		Address:			
	Training and/or Other \$	Trust Fund Paid To: (Name)			
		Address:			

Supplemental statement must be submitted during the progress of work should a change in rate of any of the classifications be made.  
 I certify that the Fringe Benefits Payments are made to the approved plans fund or programs as listed above.

Submitted(Contractor/Subcontractor)	By(Name and Title)	Signature
-------------------------------------	--------------------	-----------



**CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR  
EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES**

Project Name \_\_\_\_\_

Date \_\_\_\_\_

Location \_\_\_\_\_

Project

Number \_\_\_\_\_

(I) (We) hereby certify that (I am)(We are)(the prime contractor)(a subcontractor) for

---

(Specify trade: "General Construction," "Plumbing," "Roofing," etc.)

in connection with construction of the above referenced Los Angeles County

Metropolitan Transportation Authority (LACMTA) project, and that (I)(we) have

appointed \_\_\_\_\_

whose signature appears below, to supervise the payment of (my)(our) employees

beginning \_\_\_\_\_, 20\_\_\_\_. That he/she is in a position to have

knowledge of the facts set forth in the payroll documents and in the statement of full

compliance required by the Copeland Anti-Kickback Act which he/she is to execute

with (my)(our) full authority and approval until such time as (I)(we) submit to the

LACMTA a new certificate appointing some other person for the purposes here-in above

stated.

\_\_\_\_\_  
(Identifying Signature of Appointee)

\_\_\_\_\_  
(Name of Appointee)

\_\_\_\_\_  
(Name of Firm or Corporation)

Attest (if required)

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

---

**NOTE:** This certificate must be executed by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee change, a new certificate must accompany the first payroll which the new appointee executes a Statement of Compliance required by the Copeland Anti-Kickback Act.





# CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARD AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient)	DATE:
C/O	PROJECT NO/ CONTRACT NO.
	PROJECT NAME

1. The undersigned; having executed a contract with \_\_\_\_\_  
\_\_\_\_\_ for the construction of the above-identified project, acknowledge that:

- (a) The Labor standards provisions are included in the aforementioned contract;
- (b) Correction of any infractions of the aforementioned conditions, including infractions by any of his subcontractors and any lower tier subcontractors is his responsibility.

---

2. Contractor certifies that:

---

- (a) Neither the contractor nor any firm partnership or association in which the contractor has substantial interest in is designated as an ineligible contractor by the Comptroller General of the United States pursuant to section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

---

3. Contractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

---

4. Contractor certifies that:

- (a) The legal name and the business address of the undersigned are:

- (b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP:	(3) A CORPORATION ORGANIZED IN THE STATE OF:
(2) A PARTNERSHIP:	(4) OTHER ORGANIZATION (describe):

- (c) The name, title and address of the owners, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interests are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

\_\_\_\_\_  
(CONTRACTOR)

Date \_\_\_\_\_

By: \_\_\_\_\_

**WARNING**

**U.S Criminal Code, Section 1010, Title 18, U.S.C, provides in part: "Whoever...makes, passes utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5000.00 or imprisoned not more than two years or both."**

State of California  
Department of Industrial Relations  
California Apprenticeship Council  
P. O. Box 420603  
San Francisco, CA 94142

## TRAINING FUND CONTRIBUTIONS

Please use a separate **form** for each jobsite, listing the occupations for the jobsite. One **check** payable to the California Apprenticeship Council, may be submitted for all jobsites and/or occupations. Training fund contributions are **not accepted** by the California Apprenticeship Council for federal public works projects, or for non-apprenticeable occupations such as utility technicians, teamsters, etc.

### California Apprenticeship Council

NAME AND ADDRESS OF CONTRACTOR/SUBCONTRACTOR MAKING CONTRIBUTION	CONTRACTOR'S LICENSE NUMBER			
	CONTRACT OR PROJECT NUMBER			
	JOBSITE LOCATION (INCLUDE COUNTY) IF APPLICABLE. GIVE NAME OF SCHOOL, HOSPITAL, BUILDING, ETC.			
NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	PERIOD COVERED BY CONTRIBUTION (FROM-TO)			
CLASSIFICATIONS) OF WORKERS (CARPENTER, PLUMBER, ELECTRICIAN, ETC.)	COUNTY WORK PERFORMED IN	HOURS	CONTRIBUTION RATE PER HOUR	AMOUNT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
			Total	\$0.00
SIGNATURE PLEASE TYPE OR PRINT YOUR NAME			DATE	
TITLE			AREA CODE & TELEPHONE NUMBER	



This form should be sent to the Apprenticeship Committee of the craft or trade in the area of the site of the public work. If you have any questions as to the address of the appropriate Apprenticeship Committee, contact the nearest office of the Division of Apprenticeship Standards (DAS). Consult your telephone directory under California, State of, Industrial Relations, for the DAS office in your area. Do not send this form to the Division of Apprenticeship Standards.

## PUBLIC WORKS CONTRACT AWARD INFORMATION

NAME OF CONTRACTOR	CONTRACTOR'S STATE LICENSE NO.
CONTRACTOR'S MAILING ADDRESS - NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & LOCATION OF PUBLIC WORKS PROJECT	DATE OF CONTRACT AWARD
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT Los Angeles County Metropolitan Transportation Authority One Gateway Plaza Los Angeles, CA 90012-2952	ESTIMATED NUMBER OF JOURNEYMEN HOURS
<b>APPRENTICES</b>	
OCCUPATION OF APPRENTICE	NUMBER TO BE EMPLOYED
APPROXIMATE DATES TO BE EMPLOYED	

### CHECK ONE OF THE BOXES BELOW

Please Note: Your election of options below is not to be deemed a request for the immediate dispatch of apprentices. Contractors must make a separate request for actual dispatch.

- Box 1** ☐ We will request dispatch of apprentice(s) for this job in accordance with Section 230.1 (A), California Code of Regulations. We voluntarily choose to comply with the applicable Apprenticeship Committee Standards for the duration of this job only, with regard to training apprentices and to the payment of training contributions.
- Box 2** ☐ We will request dispatch of apprentice(s) for this job in accordance with Section 230.1 (A), California Code of Regulations, but do not agree to be bound by the applicable Apprenticeship Committee Standards in training the apprentices; instead, we agree to employ and train apprentice(s) in accordance with the California Apprenticeship Council regulations, including Section 230.1 of the California Code of Regulations, governing employment of apprentices on public work projects.
- Box 3** ☐ We are already approved to train apprentices by the applicable Apprenticeship Committee and we will employ and train under the Standards. We will request dispatch of apprentices for this job in accordance with Section 230.1 (A), California Code of Regulations.
- Box 4** ☐ We will not request the dispatch of apprentice(s) since apprentices are not required on this job under the provisions of California Labor Code Section 1777.5, because:

---



---



---

Signature \_\_\_\_\_

Typed Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_



## EMPLOYER'S MONTHLY REPORT TO TRUSTEES

<b>1 THIS REPORT IS TO COVER HOURS FOR THE MONTH OF:</b>	<b>ACCOUNT NO.</b>	I do hereby certify under penalty of perjury that the employees listed below constitute all the employees that I am required to make payments to the Trust. Furthermore I certify that the hours shown for each employee are the total hours to which he/she w
<b>LICENSE NO.</b>		
<b>EMPLOYER NAME AND ADDRESS</b> <small>If the above information is incorrect, please</small>		
		Signed by: _____ Title: _____

### 2 COMPUTATION OF CONTRIBUTIONS

6 TOTAL HOURS ON ALL PAGES	A. VACATION/DUES	B. PENSION	C. TRAINING AND RETRAINING	D. HEALTH AND WELFARE	E. INDUSTRY	MAKE ONE CHECK FOR TOTAL AMOUNTS OF COLUMNS A, B, C, D & E
	_____ PER HOUR	_____ PER HOUR	_____ PER HOUR	_____ PER HOUR	_____ PER HOUR	
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
LIQUIDATED DAMAGES						
TOTAL DUE EACH TRUST	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	

3 EMPLOYEE'S NAME	INITIALS 1ST 2ND	4 SOCIAL SECURITY NO.	5 HOURS	7 IMPORTANT THIS REPORT MUST BE FILED EVEN THOUGH NO EMPLOYEES WORKED THIS MONTH.
				<input type="checkbox"/> NO EMPLOYEES WORKED THIS MONTH. PLEASE CONTINUE MAILING REPORT FORMS.  <input type="checkbox"/> TRANSFER TO INACTIVE STATUS. WE HAD NO EMPLOYEE TO REPORT THIS MONTH AND DO NOT ANTICIPATE HIRING ANY IN THE NEAR FUTURE.
IMPORTANT: SOCIAL SECURITY NUMBER MUST BE FILLED TO ASSURE PROPER CREDIT.				
TOTAL HOURS THIS PAGE				





MONTHLY EMPLOYMENT UTILIZATION REPORT			
U. S. Department of Labor			
Employment Standards Administration			
Office of Federal Contract Compliance Program			
This report is required by Executive Order 11246, Sec. 203. Failure to report can result in contracts being cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts.			
1. Covered area:	2. Employer's I.D. #	OMB No. 1215-0163 Expires:	
3. Current Goals Minority: 28.3% Female: 6.9%	4. Reporting period From: To:	Name and Location of Contractor	
		Federal Funding Agency	

Metro  
FORM CC-257 REV. 8/97 (MTA LC FORM - 11)

## INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT(cc-257)

The Monthly Utilization Report is to be completed by each subject contractor(both prime and sub) and signed by a responsible official of the company. The reports are to be filed by the 5<sup>th</sup> of each month during the term of the contract, and they shall include the total work-hours for each employee classification in each trade in the covered area for the monthly reporting period. The prime contractor shall submit a report for its aggregate work force. Each subcontractor shall separately submit a report for its aggregate work force. All reports shall be submitted to the OFCCP office in your area. (additional copies of this form may be obtained from the U.S. Department of Labor, Employment Standards Administration OFCCP's office for your area).

Federal Funding Agency	U.S. Government agency funding Project(in whole or part). If more than one agency, list all.
Contractor	Any company which has a construction contract with the U.S. Government or a contract funded in whole or in part with Federal funds.
Minority	Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific Islanders-both men and women.
1. Cover Area	Geographic area identified in Notice required under 41 CFR 60-4.2.
2. Employer's Identification Number	Federal Social Security Number used on Employer's Quarterly Federal Tax Return(U.S. Treasury Department form 941).
3. Current Goals(Minority & Female)	See Contract Notification.
4. Reporting Period	Monthly, or as directed by the OFCCP, beginning with the effective date of the contract.
5. Construction Trade	Only those construction crafts which contractor employs in the covered area.
6. Work-hours of Employment(a-e)	a. The total number of male HOURS and the total number of female HOURS worked by employees in each classification. b.-e. The total number of male HOURS and the total number of female HOURS worked by each specified group of minority employees in each classification.
Classification	The level of accomplishment or status of the worker in the trade(Journey Worker, Apprentice, Trainee).
7. Minority Percentage	The percentage of total minority work-hours of all work-hours(the sum of the columns 6b, 6c, 6d and 6e divided by column 6a; just one figure for each construction trade).
8. Female Percentage	For each trade the number reported in 6a F divided by the sum of the numbers reported in 6a M and F.
9. Total Number of Employees	Total NUMBER of male and total NUMBER of female employees working in each classification of each trade in the contractor's aggregate work force during reporting period.
10. Total Number of Minority Employees	Total NUMBER of male minority employees and total NUMBER of female minority employees working in each classification in each trade in the contractor's aggregate work force during reporting period.

### Public Burden Statement

We estimate that it will take an average of 60 minutes per response to completed this collection of information, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Office of IRM policy, U.S. Department of Labor, Room N1301, 200 Constitution Avenue, NW, Washington, D.C. 20210; and to the Office of Management and Budget, Paperwork Reduction Project(1215-0163), Washington, D.C. 20503.

# LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY LIST OF SUBCONTRACTORS USED DURING THE MONTH

NAME OF PROJECT _____		
PROJECT NUMBER _____	REPORT FOR THE MONTH OF _____	YEAR _____
DESCRIPTION OF WORK _____		
NAME OF FIRM SUBMITTING REPORT _____		
START DATE _____	CONTACT PERSON _____	TELEPHONE NUMBER _____

This form is to be completed monthly by all contractors at all tiers listing all firms performing work for your firm on the project site during the month. This information must be furnished no later than the fifth (5th) day of each month.

SUBCONTRACTOR'S NAME AND ADDRESS	DESCRIPTION OF WORK PERFORMED	AMOUNT OF CONTRACT	FEDERAL EMPLOYER I.D. NUMBER
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

# **CONSTRUCTION SAFETY AND SECURITY MANUAL, REVISION 4.1**



**Metropolitan Transportation Authority**

**Metro™**

**CONSTRUCTION SAFETY AND  
SECURITY MANUAL (CSSM)**

**REVISION 4.1: SEPTEMBER 1<sup>st</sup> 2012**



## TABLE OF CONTENTS

POLICY STATEMENT	1
REVISION HISTORY AND PURPOSE	2
ACRONYMS AND ABBREVIATIONS	3
DEFINITIONS	4
1 ADMINISTRATION AND ORGANIZATION	9
1.1 Purpose and Scope	9
1.2 Program Structure	9
1.3 Program Objectives	12
1.4 Program Effectiveness	12
1.5 Administration and Organization	13
2 GENERAL SAFETY & SECURITY REQUIREMENTS	23
2.1 Purpose and Scope	23
2.2 Objectives	23
2.3 Compliance with Safety Requirements	23
2.4 Alternate Safety Coverage Policy	24
2.5 Required Emergency Procedures	28
2.6 Protection of the Public	30
2.7 Group Tours and Site Visitors	31
2.8 Locating Utilities	32
2.9 Concrete Barricades	33
2.10 Office Safety and Security	33
3 INSTRUCTION AND TRAINING	38
3.1 Purpose and Scope	38
3.2 Objectives	38
3.3 Basic Elements	38
3.4 Procedures	38

4	WORK PRACTICES CONTROL	42
4.1	Purpose and Scope	42
4.2	Objectives	42
4.3	Procedures	42
5	PHYSICAL CONDITIONS CONTROL	49
5.1	Purpose and Scope	49
5.2	Objective	49
5.3	Procedures	49
5.4	Audit Procedure	58
6	CALIFORNIA AND UNITED STATES OCCUPATIONAL SAFETY AND HEALTH ACTS	59
6.1	Purpose and Scope	59
6.2	Objectives	59
6.3	Procedures	59
7	INCIDENT INVESTIGATION, REPORTING AND RECORDKEEPING	63
7.1	Purpose and Scope	63
7.2	Objectives	63
7.3	Procedures	64
8	REQUIREMENTS AND GUIDELINES FOR SUBMITTALS	71
8.1	Purpose and Scope	71
8.2	Objectives	71
8.3	Procedures	71
9	9. APPENDICES	85
9.1	APPENDIX A – SUMMARY OF CONSTRUCTION SAFETY REPORTS	85
9.2	APPENDIX B - RECORDKEEPING POLICY FOR OCCUPATIONAL INJURIES AND ILLNESSES	86
9.3	APPENDIX C – SAFETY AND SECURITY SUBMITTAL MATRIX	91



## **LIST OF EXHIBITS**

Exhibit 2-1	Visitor's Release and Hold Harmless Agreement	35
Exhibit 2-2	Underground Service Alert Contact Log	36
Exhibit 2-3	Alternate Safety Coverage Request	37
Exhibit 3-1a	CS-49 Report of Safety Meeting (front)	40
Exhibit 3-1b	CS-49 Attendance Roster (back)	41
Exhibit 4-0	CS-51 Worksheet for Job Hazard Analysis	51
Exhibit 5-0	Sample Stop Work Tags	52
Exhibit 5-1	CS-54 Construction Safety Inspection Checklist	53
Exhibit 5-2	CS-55 Crane Inspection Record	54
Exhibit 5-3	CS-56 Wire Rope Inspection Record	55
Exhibit 7-1a	CS-52 Supervisor's Incident Investigation Report (front)	65
Exhibit 7-1b	CS-52 Supervisor's Incident Investigation Report (back)	66
Exhibit 7-2a	CS-53 Monthly Injury Summary	67
Exhibit 7-2b	CS-53 Monthly Injury Summary (Instructions)(back)	68

## POLICY STATEMENT

The safety and security requirements of this Manual reflect the determination of the Los Angeles County Metropolitan Transportation Authority (Metro) to prevent injuries to persons and or loss or damage to property and equipment during construction activities contracted by Metro.

It is the stated goal of this Agency and the expected goal of consultants, contractors, vendors and or others doing business with Metro.

Metro considers no phase of construction or administration of greater importance than injury and loss prevention. Incidents resulting in personal injury to employees or the general public, damage to property and or equipment, or the theft or vandalism of property and or equipment represent needless waste and loss. It is the policy of Metro to conduct operations safely and securely, thereby preventing injuries and property damage or loss.

Contractors shall adhere to the following safety principles:

- Safety and Security are a 24/7 priority
- Safety and Security are everyone's responsibility
- Injuries and incidents are preventable
- Working safely and securely is a condition of employment
- Training is essential for good safety and security performance
- Management is accountable for safety and security

Planning for safety and security shall start with design and continue through purchasing, fabrication and construction. All practical steps shall be taken to maintain a safe and secure place of employment. The contractors shall be responsible for the prevention of incidents and injuries on any work under their direction or responsibility and shall be responsible for the thorough safety and loss control training and instruction of their employees.

The objectives of this Construction Safety and Security Manual are first, the promotion of the attitude that injuries and loss are not "part of the work" in construction. Second, that the prevention of injuries and the protection of employees and property are most important and therefore shall receive top priority, support and the participation of senior MTA Management and staff as well as that of all parties involved in construction.

---

Art Leahy  
Chief Executive Officer, LACMTA

---

Date

---

K. N. Murthy  
Executive Director, Transit Project Delivery

---

Date

---

Vijay Khawani  
Executive Officer, Corporate Safety

---

Date

## REVISION HISTORY AND PURPOSE

This document began as the Construction Safety Manual and was a part of the Metro Red Line and Green Line Construction Contracts. It grew out of the experience of the Construction Safety Team during the construction of the Long Beach Blue Line and Metro Red Line Segment One Projects.

Revision 2 retained the title Construction Safety Manual and included some of the latter lessons learned from Red Line Segment One and was used on Red Line Segments Two and Three and the Metro Green Line.

With the Publishing of Revision 3 in 2002, the title was changed to the Construction Safety & Health Manual. Revision 3 included lessons learned from Segments Two and Three of the Metro Red Line as well as the growing number of Capital Improvement Projects being undertaken by Metro.

With this Revision 4, in keeping with the changes in focus at both the federal and state levels of regulation, the document is being renamed the Construction Safety and Security Manual. It includes Lessons Learned from the Pasadena and East LA portions of the Metro Gold Line, Phase One of the Exposition Line, the I-405 Sepulveda Pass Widening Project and the continued work on various Metro Capital Improvement and Expansion Projects.

Revision 4.1 incorporated performance language and requirements regarding the Safety's First Incentive Program from the Special Provisions Section of the Contract into Sections 4 & 8 of this document as well as various minor grammatical and format updates.

The purpose of this manual is to provide prime and other contractors a starting point for complying with the administrative and documentation requirements of the Metro Construction Safety Program. It also provides the Contractor with information regarding interpretations of the requirements found in the Worksite Safety and Worksite Security Technical Specifications. The information and requirements in this Manual are considered complementary and supplemental to the requirements of the Worksite Safety Requirements and Worksite Security Requirements of the contract found in the General Requirements Division of the Technical Specifications and elsewhere. Any concern by a Contractor regarding perceived conflicting language or interpretations of the requirements of the Metro Construction Safety Program and the associated Contract Documents shall be brought to the attention of the Metro Construction Manager in writing for interpretation and clarification by the Director, Construction Safety or designee.

## ACRONYMS AND ABBREVIATIONS

ANSI	American National Standards Institute
Cal/OSHA	California Occupational Safety and Health Act
CCR	California Code of Regulations
CFR	Code of Federal Regulations
CLC	California Labor Code
CM	Construction Manager
CPR	Cardio-Pulmonary Resuscitation
CSO	Construction Safety Orders (CCR Title 8)
CSSM	Construction Safety and Security Manual
CSM	Construction Safety Manager
DAR	Daily Activity Report
DOSH	State of California, Division of Occupational Safety and Health
EPA	Environmental Protection Agency
ESO	Electrical Safety Order (CCR Title 8)
Fed/OSHA	Federal Occupational Safety and Health Administration
GISO	General Industrial Safety Orders (CCR Title 8)
IIPP	Injury-Illness Prevention Program
JHA	Job Hazard Analysis
MTA	Los Angeles County Metropolitan Transportation Authority
LADOT	City of Los Angeles Department of Transportation
LSR	Lead Safety Representative
MSDS	Material Safety Data Sheet
NEC	National Electric Code
NFPA	National Fire Protection Association
NIOSH	National Institute of Occupational Safety and Health
NTP	Notice To Proceed
RE	Resident Engineer
SCAQMD	South Coast Air Quality Management District
SS	Safety Specialist or Senior Safety Specialist
USA	Underground Service Alert

## DEFINITIONS

Alternate Safety Coverage Policy	A policy for providing contract compliant safety supervisory coverage for small work crews or in the event of the absence of the regularly employed. See Section 2.4.
Metro or MTA	The Los Angeles County Metropolitan Transportation Authority (LACMTA) and/or the Metro Construction Safety Department.
Competent Person	As defined in California Code of Regulations, Title Eight, Section 1504, a competent person is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
Construction Manager (Metro)	The Metro or designated consultant team responsible for construction management of a Metro Transit project.
Construction Safety Manager (Metro)	A staff member of Metro Construction Safety Department assigned to a particular set of contracts or a specific construction project. Construction Safety Specialists are directly supervised by Metro Construction Safety Manager.
Construction Safety Department (Metro)	The Construction Safety Unit of the Corporate Safety Department.
Construction Safety Specialist (Metro)	A staff member of the Metro Construction Safety Department assigned to a particular set of contracts or a specific construction project. Safety Specialists focus on Field Reviews of Contractor Contract Compliance.
Construction Safety Staff (Metro)	The Staff of the Metro Construction Safety Department includes (at minimum) Safety Specialists, Senior Safety Specialists, Construction Safety Managers and the Director, Construction Safety.
Contract	Written agreement executed by Metro and the Contractor which sets forth the rights and obligations of the parties in connection with the Work, and which includes the Contract Documents as listed in the Form of Contract.

Director, Construction Safety

The Director, Construction Safety leads the Construction Safety Department. The Director, Construction Safety works closely with the Executive Director, Transit Project Delivery as well as individual Project Directors, Construction Safety Staff and the Executive Officer, Corporate Safety to insure the success of the Construction Safety Program as described in this Manual and other Contract Documents.

Falsework

Temporary construction work on which a main work is wholly or partly built and supported until the main work is strong enough to support itself. It may be composed of composed of shoring or vertical posting, formwork for beams, slabs or other horizontal members, and lateral bracing.

Hot work

Any work involving a flame or producing a spark, such as the use of a torch, grinder or electric arc welder.

Lead Safety Representative  
(Contractor)

A full-time supervisory employee of the Contractor responsible for the implementation of the Contractor's safety and security program at the Worksite. The Lead Safety Representative shall be currently certified in first-aid and CPR by the American Red Cross or its equivalent. The Lead Safety Representative must be assigned full time to the jobsite whenever Work is in progress. The Lead Safety Representative may be assigned non-safety related tasks provided these tasks do not interfere with successful performance of the assigned safety and security responsibilities. The Lead Safety Representative shall regularly work the day shift, attend required meetings and be fully cognizant of all project-specific safety practices, processes, rules and procedures, and maintain regular contact with Metro designated Safety Personnel. This position is typically specified in Capital Improvement Project Contracts that do not require Heavy Civil Engineering or Construction.

This term is also used generically in this document to refer to the various 'Lead Safety Representative' positions defined in this section. When used generically, this term refers to the specifically defined Lead Safety Representative from the Worksite Safety Requirements Technical Specification included in this Contract.

Lead Heavy Civil Safety  
Representative  
(Contractor)

Full-time supervisory employee of the contractor responsible for the implementation of the Contractor's safety and security program. Requires at least five years of heavy civil construction safety experience, current standing as a Construction Safety and Health Technician (CHST), familiarity with occupational safety and health laws and regulations, and have current certification in first-aid and CPR by the American Red Cross or its equivalent. The Lead Heavy Civil Safety Representative must be assigned full time to the jobsite whenever Work is in progress and shall regularly work the day shift, attend required meetings and be fully cognizant of project-specific safety practices, processes, rules and procedures, and maintain regular contact with Metro Safety Staff assigned to the Project. The Lead Heavy Civil Safety Representative shall not be assigned non-safety related tasks

Lead Underground Safety  
Representative  
(Contractor)

Full-time supervisory employee of the contractor responsible for the implementation of the contractor's safety and security program. Requires at least five years of underground construction safety experience, current standing as a Construction Safety and Health Technician (CHST), familiarity with occupational safety and health laws and regulations, have current certification in first-aid and CPR by the American Red Cross or its equivalent, and have current certification by Cal/OSHA, Mining and Tunneling Division as both an Underground Safety Representative and an Underground Gas Tester. The Lead Underground Safety Representative shall regularly work the day shift, attend required meetings and be fully cognizant of all project-specific safety practices, processes, rules and procedures, and maintain regular contact with Metro designated Safety Personnel.

Near Miss

An incident having the potential to cause death, serious injury or illness, or property damage exceeding \$500.00.

Personnel Platform

Any platform or other working surface designed to be suspended from a crane while carrying personnel. These devices may be used to work from or they may be used to transport personnel from one point to another. Other names for these devices include, but are not limited to: man baskets, man cages, and work platforms.

Project Manager (CM)(Metro)

The construction manager's senior Metro management official responsible for the project, beginning with pre-construction activities and extending to final completion of the work. This individual may have an employment title other than Project Manager but they serve the function of a Project Manager.

Resident Engineer (RE)(Metro)

The field representative of Metro responsible for the completion of specific construction contracts. The Resident Engineer is responsible for directing the contractor with regard to compliance with the Contract requirements. This individual may have an employment title other than Resident Engineer but they serve the function of the Field Representative of Metro and direct the Contract's Work.

This term is used generically in this document to refer to the Project Manager, Construction Manager or Resident Engineer positions as defined in this section. Based on the size and scope of the Work, a single Metro employee may fill one, two or all three of these functions. Any Reference to the "Resident Engineer" in this manual includes the Construction Manager and Project Manager.

Safety Representative  
(Contractor)

A full-time supervisory employee of the Contractor responsible for assisting the Lead Safety Representative in the implementation of the Contractor's safety and security program at the Worksite. The Safety Representative shall be currently certified in first-aid and CPR by the American Red Cross or its equivalent. The Safety Representative must be assigned full time to the jobsite whenever Work is in progress and the Lead Safety Representative is absent. The Safety Representative may be assigned non-safety related tasks provided these tasks do not interfere with successful performance of the assigned safety responsibilities. This position is typically specified in Capital Improvement Project Contracts that do not require Heavy Civil or Underground Engineering or Construction.



Safety Representative  
(Contractor)(continued)

This term is also used generically in this document to refer to the various 'Safety Representative' positions defined in this section. When used generically, this term refers to the specifically defined Safety Representative from the Worksite Safety Requirements Technical Specification included in this Contract.

Heavy Civil Safety Representative  
(Contractor)

Full-time supervisory employee of the contractor responsible for assisting the Lead Heavy Civil Safety Representative in the implementation of the contractor's safety and security program. Requires at least two years of heavy construction safety experience, current standing as a Construction Safety and Health Technician (CHST), familiarity with occupational safety and health laws and regulations, and have current certification in first-aid and CPR by the American Red Cross or its equivalent.

Underground Safety Representative  
(Contractor)

Full-time supervisory employee of the contractor responsible for assisting the Lead Underground Safety Representative in the implementation of the contractor's safety and security program. The individual shall possess at least two years of underground construction safety experience, current standing as a Construction Safety and Health Technician (CHST), be familiar with occupational safety and health laws and regulations, be currently certified in first-aid and CPR by the American Red Cross or its equivalent, and be currently certified by Cal/OSHA, Mining and Tunneling Division as both a Underground Safety Representative and an Underground Gas Tester.

Scaffolding

Any temporary elevated platform and its supporting structure used for supporting workmen or materials, or both.

# **1 ADMINISTRATION AND ORGANIZATION**

## **1.1 Purpose and Scope**

The purpose of this manual is to establish a practical and effective program for the prevention of and response to incidents and injuries, and to assign specific responsibilities to contractors for program compliance.

This basic safety program has been designed to assist all contractors and their supervisors in the recognition, evaluation and control of hazardous activities or conditions within their respective areas of contract responsibility.

The minimum incident and injury prevention efforts expected from each contractor are indicated in the following sections. Activities or conditions which do not meet or exceed these minimums as determined by Metro shall be considered not in compliance with this contract. Such activities shall be corrected by the contractor immediately upon notification by Metro. Corrective actions by the contractor as determined by Metro shall be considered part of the original scope of work and shall not delay the schedule for performance of work by the contractor nor shall they be the basis for any claim of delay or to increase the cost of the Contract.

Strict compliance with the provisions of this manual as determined by Metro shall be considered part of the original scope of work and shall not delay the schedule for performance of work by the contractor nor shall they be the basis for any claim of delay or to increase the cost of the Contract.

No declaration, act, or omission of the Director, Construction Safety, Los Angeles County Metropolitan Transportation Authority (Metro), or its staff will be deemed to exempt, either wholly or in part, expressly or by implication, any contractor or the contractor's place of employment, on Metro contracts, from full compliance with the terms of any safety regulation as stated by the Federal government, the State of California, the County and or City of Los Angeles or other jurisdictions applicable to the contractor's work on Metro project.

## **1.2 Program Structure**

The development of the current Construction Safety Programs implemented by Metro's Construction Safety Unit, which is part of the Corporate Safety Department, has been decades long and began with the construction of the Long Beach Blue Line in the 1980s. The Program has evolved and grown in its sophistication in a manner parallel to that seen in the overall Occupational Safety and Health Profession during the same time frame. The philosophical foundation of this program is that safety hazards, when identified, are controlled or corrected immediately. If the hazard cannot be controlled or corrected immediately, dependent on the severity of the hazard, the work in the area is stopped until the hazard is controlled or corrected. The Program's sophistication includes the maintenance of a Lessons Learned document (part of the Department Policy & Procedure Documents) which allows for the tracking of major construction safety issues and the contractual remedies or responses to these issues.

The Program has four key components:

- \* Metro Professional Construction Safety Staff as part of the overall Project Management Team guided by the Construction Safety Policies and Procedures;
- \* Contract documents including technical specifications, compliance manuals and the General and Special Provisions;
- \* Contractor Professional Safety Staff as part of the Contractor's Project Management Team;
- \* Allied safety professionals including (but not limited to) insurance industry loss prevention professionals, Division of Occupational Safety & Health (Cal-OSHA) Consulting staff, Cal-OSHA Compliance staff, both generalist and Mining & Tunneling Unit specialists, Federal OSHA Consulting staff and other OHS resources.

#### METRO PROFESSIONAL SAFETY STAFF/PROJECT MANAGEMENT TEAM

The best Safety Management Plans, whether occupational, industrial, product or other, are based upon safety being a priority not only for every member of the management team, but every member of the entire team or organization. This philosophy is reflected in the various documents and organizational structure of the Metro Construction Project Management Division.

The Construction Safety staff assigned to a project undertake various compliance checking activities (including but not limited to submittal review, field observations, formal administrative and field reviews, injury & incident trending) to insure the compliance and quality of the Contractor's Construction Safety activities. Safety Specialists document their work on a daily basis using the Daily Activity Report. Safety Specialists use their Daily Activity Reports to document and describe issues or conditions that are not controlled or corrected at the time of discovery. Daily Activity Reports are reviewed by the Construction Safety Manager. Staff activities are overseen and reviewed by the Director of Construction Safety.

#### BASELINE CONTRACT DOCUMENTS

The Contract Documents are the core of the Construction Safety and Security requirements for this project. Each document requires the contractor to submit documentation to substantiate compliance with the requirements of each technical specification or other contract document. Each submittal is required to be resubmitted as conditions change on the project.

The core documents which proscribe the contractor's duties and responsibilities are the Worksite Safety and Worksite Security Technical Specifications. These specifications communicate to the contractor Metro's compliance requirements with regard to Worksite Safety and Security (including workers, visitors and the public). Each specification includes general compliance, submittal and specific work practice requirements.

The Construction Safety & Security Manual, (this document), describes the overall Construction Safety Program, the administrative requirements expected of the Prime Contractor and each tier of sub-contractor prosecuting a construction project for Metro and provides guidance information to insure information provided by the Contractor to fulfill Contract Safety & Security submittal requirements is consistent between the various Metro construction projects.

The Alcohol and Drug Free Workplace Program documents the activities required of the Prime and each tier of Sub-Contractor prosecuting a project for Metro. The original inclusion of this document into Metro Contracts was in response to the observed and well known issues with on the job use of intoxicants by members of the construction trades and others. This section of contract requirements (found in Section 4 of this manual) presently goes beyond the requirements found in Federal, State or Local laws or regulations regarding employees in 'safety sensitive' position to better insure a workplace free of intoxicants and to stand as an example of construction industry best practices by including all employees on the Construction Site.

On larger value Heavy Civil and Tunnel Projects a Special Provision of the Contract outlines the incentive program available to the contractor. In addition, most construction Contracts include a Special Provision which requires the levy of liquidated damages in the event the contractor violates certain Special Circumstances.

#### CONTRACTOR PROFESSIONAL SAFETY STAFF/PROJECT MANAGEMENT TEAM

The Contractor's Professional Safety Staff and Project Management Team (including management staff at each tier of supervision down to forepersons or other line supervisors) is a critical component of the overall Metro Construction Safety Program. These individuals will direct the contractor's individual workers on a daily basis and will have the greatest opportunity to modify the behavior of those with the greatest risk of injury by reinforcing positive safety behaviors, retraining or otherwise redirecting at risk or unsafe behaviors.

The Worksite Safety Requirements Technical Specification Section requires the Prime Contractor to employ a full time Lead Safety Representative who meets the contract requirements as well as additional Safety Representatives (and Underground Gas Testers) as needed to provide coverage as required in the contract and the California Code of Regulations. Depending upon the Scope of Work of the Project, the Worksite Safety Requirements will define and require a Lead Safety Representative, a Lead Heavy Civil Safety Representative, or a Lead Underground Safety Representative. For Projects working multiple shifts the Contractor may be required to utilize one or more Safety Representatives, Lead Heavy Civil Safety Representatives, or Underground Safety Representatives to support the Lead.

Heavy Civil and Underground Safety Representatives must be certificated as a Construction Health & Safety Technician. In addition, Underground Safety Representatives must be licensed by the State of California, Division of Occupational Safety & Health, Mining & Tunneling Unit as an Underground Safety Representative and an Underground Gas Tester. Individuals utilized solely as Underground Gas Testers must be licensed by the State of California, Division of Occupational Safety & Health; Mining & Tunneling Unit as an Underground Gas Tester.

The Technical Specifications also outline a variety of safety and security related duties and responsibilities for the Contractor's Project Manager and various levels of managers and/or supervisors. Compliance with these requirements leads to a proactive and forward looking management team.

## ALLIED SAFETY PROFESSIONALS

The Contractor's Project Manager may employ allied safety professionals due to insurance agreements or other obligations/sources. The larger the number of individuals available to observe and report on construction site activities, the greater the chance to modify unsafe behaviors and reinforce good safety practices. While these individuals, due to their limited amount of time on the jobsite, account for the smallest amount of observational opportunities; they may additionally observe actions or conditions that have been missed by others due to their frequency of occurrence or the distraction of other priorities.

In addition to the professionals noted above, as needed, both the Contractor's and Metro's Safety Professionals have at their disposal the resources of the U.S. Mine Safety and Health Administration (MSHA) including personnel at the MSHA Academy, the California Division of Occupational Safety and Health Consultation Office and the National Institute of Occupational Safety & Health (NIOSH).

### 1.3 Program Objectives

The overall objective of this program is to establish the concept that people not property are our most important assets.

All project safety and loss control efforts shall be directed towards the elimination of personal injuries and damage to property, and minimizing the effects of incidents on both the individuals and on the project.

Specific objectives of the program are:

- A. The elimination of worker injuries during construction activities on the Project.
- B. The prevention of any physical injury to a member of the public as a result of construction activities on the Project.
- C. The elimination of damage to equipment used to construct the Project.
- D. The prevention of any damage to the property of others as a result of construction activities on the Project.
- E. The elimination of loss of equipment or materials used to construct the Project.
- F. Increased efficiency and cost reductions.
- G. Compliance with contractual and statutory requirements.
- H. Maintenance of favorable labor and community relations.
- I. Improvement of relationships with regulatory agencies.
- J. Avoidance of penalties.

### 1.4 Program Effectiveness

The effectiveness of Metro construction safety program depends on the active participation and cooperation of personnel assigned to the project. It is the responsibility of all assigned personnel to carry out the following:

- A. Proper planning of all work to minimize the potential for and maximize the prevention of personal injury, property damages and loss of productive efforts.

- B. Establish and maintain a safety program which will provide early detection and correction of unsafe practices and conditions.
- C. Provide adequate protection of adjacent public and private properties to provide for the safety of the public.
- D. Establish and implement safety education and incentive programs that focus on the following:
  - i. Employee indoctrination.
  - ii. Safety meetings and safety communications.
  - iii. Investigation of incidents to determine cause and necessary corrective actions.
  - iv. Use of proper work procedures, personal protective equipment and mechanical guards.
  - v. Safety instruction to individual employees and group safety training program.
  - vi. Maintenance of records of injuries and losses and development of injury/loss experience summaries.
  - vii. Programs to reward employees for working safely and consistently raising the level of safety awareness on the project.

## **1.5 Administration and Organization**

### **A. ADMINISTRATION**

Metro, through this document, and other contract parts is establishing performance standards for safety during the course of the project. Oversight of these standards shall be by Metro through the Director, Construction Safety. Metro will oversee individual contractor performance for compliance with applicable federal, state, local and Metro's safety, security and environmental requirements. Metro will monitor for compliance, construction safety and security matters on the worksite; and will, through the Resident Engineer or Construction Manager, hold each contractor responsible for the safety, security, and contractual requirements. Each contractor shall be held accountable for the safe, secure and healthful performance of work by their employees and subcontractors, regardless of tier.

Each contractor is directly responsible for the implementation and administration of Metro's safety and security standards as well as Federal, State, and local regulations applicable to its own operations and those of its subcontractors regardless of tier. Each prime contractor shall have a full time on-site Lead Safety Representative or Safety Representative as indicated in the Technical Specifications Section of the Contract. Prior to commencement of work, contractor's Project Manager, Superintendent, Lead Safety Representative and other Safety Representative(s) shall attend safety indoctrination and coordination conference with Metro's Director, Construction Safety, Construction Safety Manager, and or Safety Specialist and the Construction Manager and or Resident Engineer for the Project. At this meeting, the Safety and Security Technical Specifications and other Contract Documents for the Project will be reviewed.

To assist contractors in fulfilling their responsibility, field safety reviews shall be conducted by the Metro Construction Safety Staff. Whenever an uncontrolled safety

hazard, unsafe practice or security vulnerability is observed, a supervisory representative of the contractor will be notified immediately to address the situation. A situation which cannot be controlled, corrected or otherwise addressed immediately will be tracked by Metro Construction Safety Staff until it is controlled, corrected or otherwise addressed via the DAR. As conditions warrant, work in the area of the hazard may be stopped until the hazard is properly addressed.

## B. GENERAL DUTY STATEMENT

1. It is the duty of supervisory personnel, regardless of their employer or contracting tier, to take immediate corrective actions possible when they discover, or have reported to them, an unsafe condition or unsafe employee act on the Metro project.
2. Contractors shall comply with the California Code of Regulations Title 8; Title 29 of the Code of Federal Regulations, or the provisions of this contract whichever is most stringent in regulating the safety conditions to be maintained in the work environment as determined by Metro. The contractor recognizes that government promulgated safety regulations are *minimum standards* and that additional safeguards may be required by Metro to insure worksite safety and prevent loss.
3. Strict Compliance with the requirements of this manual, the Worksite Safety and Security Requirements Technical Specifications and other parts of the Contract related to Safety and Security, as determined by Metro shall be considered part of the original scope of work and shall not delay the schedule for performance of work by the contractor, nor serve as the basis of a request for change to increase the cost of the Work or shall it be relied upon to form the basis of any claim.
4. Documents, reports and materials required by this manual, the Worksite Safety and Security Requirements Technical Specifications or other parts of the Contract related to Safety and Security, to be completed, submitted, maintained in file or otherwise handled by the contractor shall be considered the property of Metro and shall be available at all times for review by Metro without prior notice to the contractor. Where required by law, the contractor shall maintain a copy of these records for their purposes.
5. Documented violations of the requirements of this manual the Worksite Safety and Security Requirements Technical Specifications and other parts of the Contract related to Safety and Security, may result in the levying of Special Assessments in accordance with the Special Provisions of this contract. All penalties proposed shall be determined in strict compliance with Metro Construction Safety Department Policy and Procedure Manual and the Contract Documents.

## C. SAFETY DUTIES AND RESPONSIBILITIES

### 1. Metro

Metro desires to ensure that each participant in Metro construction contracts observe, at minimum, the required safety and security standards in the performance of their work. The Metro's goal is the effective execution of a comprehensive occupational safety, security, and environmental program which best serves the interests of the workers involved in the construction of the

Project and those of the general public. The responsibility for implementation of and compliance with the Metro Construction Safety Program lies with the Prime Construction Contractor. Metro monitors the day-to-day management of the project's overall safety program as set forth in this Construction Safety and Security Manual. Metro is responsible for:

- a. Monitoring the effectiveness of the contractor's safety program.
- b. Requiring timely application of safety and injury prevention procedures.
- c. Reporting unsafe work conditions wherever observed to the contractor's Safety Representative or to the project manager/superintendent for immediate corrective action.
- d. Notifying the Resident Engineer (RE) and or Construction Manager (CM), electronically or in writing, of non-compliance with project safety requirements. Notification of non-compliance by contractors shall also be made to Metro Director, Construction Safety or designee.
- e. Notifying Metro's project management team of the names of contractors, subcontractors, or any individuals who continually or deliberately violate safety and security requirements or regulations and, where appropriate, initiating action to remove the contractors, subcontractors, or an individual from the Project as well as prohibiting entry on to other Metro Projects or properties.
- f. Metro Director, Construction Safety, may order the temporary or permanent removal of an individual from Project sites who continually or deliberately violate safety requirements.
- g. In the event of a safety hazard or security vulnerability requiring immediate corrective action(s), or non-compliance with a written notice of a hazard or vulnerability ; Metro Director, Construction Safety or designee may order a work stoppage until such time as the condition is corrected.
- h. Maintain a Safety Incentive Program (SIP) (when included in the Projects Contract Documents) for contractors that meet or exceed the safety goals established for the project.

## 2. Metro Director, Construction Safety

The Director, Construction Safety or designee shall perform or oversee the performance the following functions:

- a. Daily management of the Constructions Safety Units resources, including personnel, budgets and other resources as needed.
- b. Development of individual project contract documents with respect to Safety and Security sections.
- c. Oversight of construction safety activities performed by Construction Safety Staff.
- d. Final determination of compliance with contract safety requirements.

## 3. Metro Construction Safety Manager

The Metro Construction Safety Manager or designee shall perform the following functions:



- a. Daily oversight of the Contractor's management of the project's safety and security program.
- b. Review and approval of Contractor Safety or Security related Submittals required by the Contract Documents.
- c. Development of individual project specific safety plans.
- d. Oversight of construction safety activities.
- e. Determination of compliance with all contract safety requirements.
- f. Receive copies of the contractor's initial and subsequent injury reports for review and analysis to determine causes, corrective actions and actions to prevent a recurrence of the same or similar incident.
- g. Supervision and direction of Metro Construction Safety Specialists as assigned by the Director, Construction Safety.

#### 4. Metro Construction Safety Specialists

The Metro Construction Safety Specialists shall have the authority to issue stop-work orders to any contractor or subcontractor who fails, or refuses to take prompt corrective action when given notice of non-compliance with any applicable safety requirement or the identification of an uncontrolled safety hazard, unsafe act or security vulnerability.

Construction Safety Specialist shall perform the following functions:

- a. Review and comment on Contractor Safety or Security related Submittals required by the Contract Documents as directed by the Construction Safety Manager.
- b. Maintain a file of Daily Activity Reports and of any written safety notices issued to the contractor(s).
- c. Report, in writing as required by Department Policies and Procedures, through the Construction Safety Manager so that the Metro is well informed at all times.
- d. Provide technical assistance to contractors and field safety personnel, including instruction, proper reporting, recordkeeping or other safety, health or environmental procedures.
- e. Review work areas on a regular basis as determined by the Construction Safety Manager. These reviews shall be for the purposes of confirming contractor compliance and shall not be considered to be exhaustive or complete reviews of the entire worksite on any specific day. These reviews shall not relieve the contractor of the statutory and contractual obligation to identify and correct unsafe conditions or practices.
- f. Perform environmental health and safety testing or monitoring as determined by the Construction Safety Manager.
- g. Monitor the contractor's employee safety indoctrination program.
- h. Attend contractor's weekly toolbox safety meetings on a regular basis as determined by the Construction Safety Manager.
- i. Notify the Director, Construction Safety, Construction Safety Manager, Resident Engineer and or Construction Manager electronically or in writing of

unsafe conditions, actions or security vulnerabilities which cannot be immediately addressed and controlled or resolved by the Contractor. This notification shall be completed in compliance with the Construction Safety Policies and Procedures.

- j. Assist with an Metro approved safety audit program to ensure compliance with the Metro Construction Safety Program.

#### 5. Resident Engineer/Construction Manager

Metro Construction Safety, in association with the Resident Engineer/Construction Manager shall oversee the contractor's timely application of injury and incident prevention procedures for construction activities and personnel on the project including subcontractors, visitors, and suppliers of materials or equipment.

The Resident Engineer or the Construction Manager's staff shall report any unsafe working conditions or security vulnerabilities verbally, electronically or via written notice to Metro Construction Safety Staff. The condition shall also be reported to the contractor's Foreman, Safety Representative, and or the Project Manager and/or General Superintendent depending upon the severity of the condition. The contractor shall promptly correct the unsafe working conditions or security vulnerability. All verbal reports shall be included in the Daily Activity Report, Daily Inspection Report or similar daily work record.

The Resident Engineer/Construction Manager has a responsibility to notify the contractor in writing of non-compliance with any of the requirements established in this Construction Safety and Security Manual or Technical Specifications. The Resident Engineer/Construction Manager shall take the following actions:

When notified electronically or in writing of an uncontrolled safety hazard or security vulnerability which the Prime Contractor either cannot or will not immediately resolve, the Resident Engineer/Construction Manager shall notify the Prime Contractors Representative in writing of the condition and the requirement for resolution. Included in this notification will be a description of any work that has been stopped due to the condition. The Resident Engineer/Construction Manager shall require the Prime Contractor to respond within twenty-four (24) hours with a written plan to resolve the condition including a schedule for completion.

Metro Construction Safety through the Resident Engineer/Construction Manager may require the temporary or permanent removal from Project sites any individual(s) who continually or deliberately violates the safety and security requirements of the Contract. An action of this type will come in the form of a Directive from the Director, Construction Safety with the concurrence of the Executive Director, Transit Project Delivery.

#### 6. Contractor

The Construction Safety and Security Manual is a Metro contract document and contractors shall ensure that employees, visitors, subcontractors, and their suppliers/vendors, while on the worksite and in the conduct of work for Metro, comply with the requirements of this document, The California Code of Regulations Title 8, or Title 29 of the Code of Federal Regulations, whichever is

most stringent in regulating the safety conditions to be maintained in the work environment. Determination of the most stringent language or statute will be made by the Director, Construction Safety, or Construction Safety Manager. When there is a conflict in the interpretation of any standard or requirement of this document, Director, Construction Safety, Construction Safety Manager shall be responsible for the final determination of the interpretation to be accepted by all parties.

The contractor recognizes that all government promulgated safety regulations are *minimum standards*. Additional safeguards may be required by Metro or its designee to insure worksite safety and to prevent loss. The contractor is responsible for compliance with the injury prevention, safety and security requirements contained in its contract with Metro and safety and security related submittals. Compliance with the requirements of this paragraph shall be considered within the original scope of work and made without delaying the schedule for performance of work by the contractor, nor serve as the basis of a request for change to increase the cost of the Work or shall it be relied upon to form the basis of any claim.

#### 7. Contractor's Project Manager, Superintendent and or other Supervisory Staff

As a direct representative of the Contractor at the worksite, the Contractor's supervisory and or management staff shall at a minimum:

- a. Support the Lead Safety Representative/Safety Representatives in the discharge of their duties and responsibilities.
- b. Plan and execute the work in accordance with the stated objectives of Metro Construction Safety and Security Program, as stated in 1.3 (Program Objectives).
- c. Take immediate action to correct unsafe, unhealthful or insecure work practices or conditions.
- d. Review and ensure implementation of administrative actions required to complete accurate safety records as specified by Metro construction safety program recordkeeping requirements.
- e. Attend safety meetings as directed by Metro including but not limited to the monthly 'All Hands' safety meeting.
- f. Ensure that appropriate first-aid plans and facilities are established and maintained.
- g. Ensure that subcontractors comply with local, state, Cal/OSHA, and Fed/OSHA regulations, standards, ordinances, Metro Contract requirements, the Contractor's safety program and other rules relating to the safety and security of persons and/or property.
- h. Review and distribute incident investigation reports to ensure timely submission and completeness, and that corrective actions have been completed to prevent recurrence.
- i. Assure that supervisors (both employed by the Prime and any Sub-Contractors) complete thirty (30) hours of job specific safety training before beginning contract related activities. Certification of successful completion of an accredited OSHA 500 Construction Outreach Course shall satisfy this requirement.

- j. At a minimum, instruction in the following topics shall be included in the thirty (30) hour training:
  - 1) Hazard identification and abatement
  - 2) Preparation of Job Hazard Analyses
  - 3) Communications in Safety
  - 4) Applicable Federal and State Regulations
  - 5) Injury and Incident Investigation
- k. Training certificates and other records shall be submitted to Metro for review and acceptance. Training records shall be maintained at the worksite and made available to Metro for review without prior notice.

#### 8. Contractor's Lead Safety Representative

The Contractor's Lead Safety Representative's performance will be subject to periodic evaluation by Metro Construction Safety Staff. Conclusions and recommendations of the review will be forwarded to the Resident Engineer for information or action. The contractor's Lead Safety Representative or Safety Representatives shall at a minimum:

- a. Document in writing daily safety inspections of the Worksite(s) and public areas contiguous and adjacent thereto and take *necessary* and timely corrective action(s) to eliminate unsafe acts and/or conditions and or security vulnerabilities and document outstanding safety compliance activities or behaviors.
- b. Review incident and investigation reports, to ensure timely submission, and that corrective actions have been completed to prevent recurrence.
- c. Provide foremen and other supervisory personnel with relevant safety and security material for use in conducting weekly tool box safety meetings.
- d. Review safety meeting reports to ensure adequacy of training as well as appropriateness of subject matter.
- e. Conduct incident investigations and preserve incident sites. Prepare and submit the required reports to the RE for final distribution in accordance with the manual.
- f. Develop and implement a safety and security training program for supervisors and employees as applicable to their specific jobs
- g. Develop and implement Safety Incentive Program (SIP) (if included in the Contract Documents) designed to recognize individual contractor/subcontractor employee safety efforts and contributions towards improvement of worksite safety and security.
- h. Attend the Monthly Safety Professionals and Monthly All Hands meetings as held by Metro as well as other meetings as directed by Metro or its designee.
- i. Ensure that employees receive medical treatment for occupational injuries and that a written OSHA 300 log is maintained and available for review by Metro or designee without prior notice. This Log shall be for all Work completed by the Contractor and Sub-Contractor to the benefit of this

Contract regardless of tier, function, or location. Vendors, manufacturers and other entities which do not perform Work at the Work site are excluded.

- j. Ensure that subcontractor employees at any tier comply with jobsite safety rules and regulations and contract requirements; and that the subcontractors' reports are completed in accordance with this manual and according to the requirements of the applicable regulatory agencies.
- k. When the contract involves underground operations within the scope of the Tunnel Safety Orders found in CCR Title 8, the contractor's Lead Safety Representative shall have the following added responsibilities:
  - 1) Provide for control, availability, and use of safety equipment, including employee personal protective equipment. Ensure that equipment used in tunnels or underground work areas requiring approval by the Mine Safety and Health Administration (MSHA) or other certifying agencies is properly approved or certified and that this equipment is maintained in an appropriate manner. When there is a conflict in interpretation, the Director, Construction Safety or Construction Safety Manager shall be responsible for the final interpretation.
  - 2) Ensure that timely and accurate records are kept by Certified Underground Gas Tester(s). Results of gas and ventilation tests will be recorded in the contractor's permanent log immediately following the end of each shift. These records shall contain at a minimum the location, time, tests conducted, and results of tests. These records shall be maintained at the worksite and available for review by Metro without prior notice.
- l. Shall perform or assure the performance of environmental testing on items including, but not limited to: noise, air flow, and air quality. Written records of such tests shall be kept and made available upon request. It is the Lead Safety Representative and or Safety Representative's responsibility to ensure that the contractor complies with pollution and environmental control requirements. This paragraph pertains to environmental control requirements relating to, but not limited to both tunnel construction and confined spaces.
- m. Provide copies of required contractor safety reports, as outlined by Appendix A, Summary of Construction Safety Reports.
- n. Attend scheduled meetings as detailed in this Manual and technical specifications.
- o. Shall supervise other contractor Safety Representatives, gas testers and first-aid personnel assigned to the contract.
- p. Oversee the conduct of weekly safety meetings to be attended by contractor/subcontractor and management personnel. Written records of these meetings shall be maintained at the worksite and made available to Metro upon request without prior notice.
- q. Coordinate and participate in the development of Job Hazard Analyses, ensuring quality and timely submittals. Coordinate training of work crews and line supervision affected by each JHA.

#### 9. Contractor's Safety Representative(s)

The Contractor's Safety Representative's performance will be subject to periodic evaluation by the Contractor's Lead Safety Representative as well as Metro Construction Safety Staff. Conclusions and recommendations of the review will be forwarded to the Resident Engineer for information or action. The Contractor's Safety Representative(s) shall at a minimum:

- a. Document in writing daily safety and security inspections of the Worksite(s) and public areas contiguous and adjacent thereto and take necessary and timely corrective action(s) to eliminate unsafe acts and/or conditions and document outstanding safety compliance activities or behaviors.
- b. Review safety and security meeting reports submitted by foremen to ensure adequacy of training as well as subject matter.
- c. Conduct incident investigations and preserve incident sites. Prepare and submit required reports to the Lead Safety Representative.
- d. Support the safety training program for supervisors and employees as applicable to their specific jobs and as instructed by the Lead Safety Representative.
- e. Ensure that employees receive medical treatment for occupational injuries and that a written OSHA 300 log is maintained.
- f. Ensure that all subcontractor employees at any tier comply with Worksite safety rules and regulations; and that the subcontractors' reports are completed in accordance with the requirements of this section and according to the requirements of the applicable regulatory agencies.
- g. Support the availability and use of safety equipment, including employee personal protective equipment.
- h. Shall perform environmental testing on items including, but not limited to; noise, air flow, and air quality. Written records of such tests shall be kept and made available upon request.
- i. Assist with weekly safety meetings to be attended by all contractor/subcontractor and management personnel.
- j. Coordinate and participate in the development of Job Hazard Analyses, ensuring quality and timely submittals. Coordinate training of work crews and line supervision affected by each JHA.

#### 10. Underground Gas Tester

The Contractor's Underground Gas Tester's performance will be subject to periodic evaluation by the Contractor's Lead Safety Representative as well as Metro Construction Safety Staff. Conclusions and recommendations of the review will be forwarded to the Resident Engineer for information or action. The Contractor's Underground Gas Tester(s) shall at a minimum:

1. Document in writing daily safety inspections of the Worksite(s) and public areas contiguous and adjacent thereto and take necessary and timely corrective action(s) to eliminate unsafe acts and/or conditions and document outstanding safety compliance activities or behaviors.

2. Shall perform environmental testing on items including, but not limited to; air flow and air quality as required by CCR, Title 8. At a minimum, Underground Gas Tester(s) shall have the equipment needed to test for Oxygen first, followed by Carbon Monoxide, Combustible Gases, Hydrogen Sulfide, and Nitrogen Dioxide. Written records of such tests shall be kept and made available upon request. Written records shall include printed copies of regular download of the air quality testing instrument's memory.
3. Maintain air quality and velocity testing equipment in accordance with manufacturer's instructions including unit calibration.

#### 11. Line Supervisor (Forepersons)

Forepersons and other frontline leadership are the key individuals in an effective safety and security program. Their initiative and training toward incident prevention on their daily assignments determine the degree of safety and security which exists on the job.

A foreperson's safety responsibilities include the following as a minimum:

- a. Sets a good example for his/her crew in the matter of safety and security.
- b. Inspection of the assigned job area to ensure that unsafe acts or conditions are identified and corrected. This includes the inspection of tools and or equipment utilized by the foreman's assigned crew regardless of the ownership of the tool or equipment.
- c. Ensures that safety requirements are adhered to and enforced.
- d. Provides and requires the use of proper personal protective equipment and suitable tools for the job.
- e. Ensures that orderliness and good housekeeping are maintained at all times.
- f. Sees that his/her assigned crew is properly instructed in safe work practices when assigned to their job task.
- g. Investigates incidents that affect or involve Work under his/her direct control to determine facts necessary for corrective action.
- h. Promptly completes incident reports as required.
- i. Conducts weekly toolbox safety meetings with personnel to:
  - 1) Discuss unsafe work practices and unsafe or insecure conditions, directing safe and secure alternatives.
  - 2) Review incident experiences with the crew and discuss corrective action(s).
  - 3) Encourage personnel to make safety suggestions and respond appropriately.
- j. Ensure that prompt first-aid is administered when required. Confirm that required first-aid training of crew members is current.
- k. Instruct newly hired personnel with respect to safety and security requirements and job duties.

## **2 GENERAL SAFETY & SECURITY REQUIREMENTS**

### **2.1 Purpose and Scope**

The purpose of this section is to establish minimum safety and security requirements, emergency procedures, and guidelines to protect employees, property and the general public. This section provides basic information to the Contractor on the construction safety and security expectations of Metro. Detailed requirements are also found in the Worksite Safety and Worksite Security Specifications.

### **2.2 Objectives**

To establish minimum standards for the provision of a safe and healthful workplace.

To establish minimum standards for the provision of security and loss prevention on the project properties.

To comply with regulatory safety standards as well as Metro construction safety and security standards.

To establish guidelines for required emergency procedures.

To develop administrative safety and security guidelines for worksite tours.

### **2.3 Compliance with Safety Requirements**

The contractor shall maintain on-site at least one updated copy of the following:

- A. Metro Construction Safety and Security Manual
- B. Cal/OSHA General Industry Safety Orders
- C. Cal/OSHA Construction Safety Orders
- D. Cal/OSHA Tunnel Safety Orders (When Contract Scope of work falls under the jurisdiction of these orders)
- E. Cal/OSHA Electrical Safety Orders (for both low and high voltages)
- F. Work Area Traffic Control Handbook (California MUTCD and or Watch Manual, LADOT)
- G. Flagging Handbook (U.S. Department of Transportation)
- H. California Labor Code
- I. Title 29 CFR 1910 - General Industry Safety Standards
- J. Title 29 CFR 1926 - Construction Safety Standards
- K. Title 30 CFR Chapter 1

These documents shall be considered the property of the contractor and shall be exempt from the requirements of paragraph 1.5.B.4. All items listed above shall be available for review by Metro without prior notice.

In lieu of hard copies of regulatory documents, the contractor may maintain up to date electronic copies. Electronic copies may include, but are not limited to, computer



software versions distributed on CD-ROM or access to editions of these documents which are available via the Internet, provided the contractor's safety staff is equipped with the appropriate computer equipment and Internet access to review these sources at any time. Metro shall maintain the right to test the contractor's safety personnel's knowledge and abilities with regard to accessing these electronic documents and shall retain the right to require the contractor to provide additional computer training to the contractor's safety staff or hard copies as determined by Metro shall be considered part of the original scope of work and shall not delay the schedule for performance of work by the contractor.

## **2.4 Alternate Safety Coverage Policy**

In order to insure uniform safety coverage in situations when the assigned Safety Representative cannot be on the worksite, Metro has established the following Alternate Safety Coverage Policy. This policy allows the contractor to utilize a Designated Safety Representative (DSR) to perform safety duties of the required Lead Safety Representative or Safety Representative during specific periods of absence. The contractor shall comply with all portions of this policy in order to insure the continued effectiveness of the safety program. This procedure does not replace the safety personnel requirements of the contract as specified in the Technical Specifications, but is intended only to provide a method for continued work on the project when the required personnel must be absent for short or unexpected periods of time. For work which falls under the scope of the California Tunnel Safety Orders, this policy does not relieve the Contractor from the requirements for having certain certified personnel at the worksite when workers are underground.

This policy and program provide benefit to the contractor by allowing a method to continue work during an absence of the designated and contractually required Safety Representative. *Without this policy and program, work on the worksite shall be halted when the Approved Safety Representative is not available to perform his/her contractual duties.*

### **A. GENERAL REQUIREMENTS**

1. As a supervisory employee of the Contractor, the DSR shall have the authority to direct immediate correction of unsafe or insecure conditions, and, as necessary, to stop affected work until appropriate corrective measures are completed.
2. After Notice To Proceed (NTP) the contractor shall submit for acceptance a list of candidates for DSR Coverage. This submittal shall include the names of all candidates, their qualifications (including required experience), training records, and required Cal/OSHA and CPR/First Aid certifications for review and acceptance by Metro. Only candidates whose qualifications have been submitted no less than thirty (30) days prior to the request for DSR coverage shall be eligible for consideration to provide the specified coverage. Changes in the list of candidates shall be submitted as needed by the Contractor.
3. Designated Safety Representatives shall not substitute for personnel required by the Technical Specifications of this Contract in any situation other than those specifically described below and for no longer than the time periods indicated.
4. Requests for Alternate Safety Coverage must be accompanied by current copies of certification cards for certifications required by this policy if the certifications have been renewed since their first submittal. This request shall be processed

and transmitted in the manner of any other contractor submittal in accordance with the requirements of this manual and the Contract.

5. The Request for Alternate Safety Coverage shall be submitted no less than forty-eight (48) hours prior to the commencement of the covered work. Any request submitted without this required processing time shall be rejected. Requests to cover extended (greater than one shift) sick leaves, terminations for cause and/or resignations without prior notice are exempted from this requirement.
6. The Request for Alternate Safety Coverage shall include the following information:
  - a. Clear indication of the reason for coverage.
  - b. A clear description of the location(s) of the covered work.
  - c. A clear description of the scope of the covered work.
  - d. Size of the work crew(s) to be covered.
  - e. Identification of all responsible personnel to be on duty during the specific period.
7. The RE shall provide a copy of each Request for Alternate Safety Coverage Submittal to the Metro Construction Safety Manager or designee who may, upon review, require the submittal of a job hazard analysis prior to the approval of the Request for Alternate Safety Coverage and the start of any covered work.

If required as a condition of approval of the Request for Safety Coverage, the contractor shall submit and have approved by Metro's Construction Safety Manager or designee a job hazard analysis of the work.
8. The submitted Request for Alternate Safety Coverage submittal will be approved only for individuals who have been previously submitted and approved by Metro in conformance with paragraph 2.4.A.2.
9. Should the Contractor fail to comply with the requirements of this policy for any work covered by a Request for Alternate Safety Coverage or fail to submit a Request and allow work to be performed without required safety coverage, Metro will issue a **SUSPENSION OF WORK NOTICE** for the work involved. The **SUSPENSION OF WORK NOTICE** shall remain in effect until the contractor returns to compliance with the safety coverage requirements of the Contract and this section.
10. At the discretion and direction of the Director, Construction Safety, a **SUSPENSION OF WORK NOTICE** may be issued for all or part of the Work being performed on the Project with regard to Alternate Safety Coverage based upon a variety of factors including but not limited to, the Contractor's prior level of cooperation, effectiveness of Contractor's Safety Program, and reason for non-compliance with the requirements of this program.

## B. REVOCATION

The contractor's utilization of this policy may be revoked by the Metro Director, Construction Safety or Construction Safety Manager at any time by notifying the RE and Contractor in writing of the revocation including the rationale for the revocation and curative measures (if any) the Contractor must undertake to again be eligible to participate in the benefits of this policy.

Upon written notification from the Metro Director, Construction Safety or Construction Safety Manager that this policy has been revoked, the Contractor shall comply with the staffing requirements found in the technical specifications when work is proceeding regardless of the type of work or the size of the crew involved in the work.

This Alternate Safety Coverage policy may be revoked for cause. Potential causal rationales include but are not limited to:

1. Poor contractor Safety Performance
  - a. Project-to-Date or successive monthly Lost Time Injury Rates in excess of the most recently published national average or the Project-to-Date Rate.
  - b. Project-to-Date or successive monthly Recordable Injury Rates in excess of the most recently published national average or the Project-to-Date Rate.
2. Documented non-compliance with the requirements of this policy.
3. Documented non-compliance with the safety and security requirements of this contract.

Revocation of this policy may be limited to a particular time period or be for the life of the contract as deemed appropriate by the Metro Director, Construction Safety or Construction Safety Manager.

#### C. QUALIFICATIONS

To be accepted by Metro, a candidate for Designated Safety Representative shall satisfy the following requirements:

1. Satisfactorily completed the OSHA 30 Hour Construction Safety Training Course "Occupational Safety and Health Standards for the Construction Industry."
2. Be a foreman, superintendent or other supervisory member of the contractor Project Management Team currently assigned to the Work.
3. When requested, demonstrate familiarity with all reporting and recordkeeping requirements for which the DSR will be responsible.
4. If the candidate has previously served as a DSR, the candidate shall have performed the duties of DSR to the satisfaction of the Metro Construction Safety Manager assigned to the Project.
5. Possess at least one year of verifiable supervisory experience in the Heavy Construction field, specifically in the scope of work of the request.

#### D. USE OF A DSR

The contractor may utilize this policy in the following situations and only in accordance with the requirements of this policy:

1. Sick, Personal or Emergency Leave
  - a. The contractor shall inform the Resident Engineer immediately upon the absence of the designated Lead Safety Representative or Safety Representative and provide a copy of the Alternate Safety Coverage Request

(Form DSR-1) indicating the qualified person who will act as DSR during the absence.

- b. If the sick, personal or emergency leave will extend more than fourteen (14) calendar days, the contractor shall provide a qualified Lead Safety Representative/Safety Representative, acceptable to Metro and meeting the requirements of the Technical Specifications of this Contract to assume the duties and responsibilities of the absent Lead Safety Representative/Safety Representative on or before the fifteenth day of absence.

## 2. Vacation Leave

- a. The contractor shall provide a copy of the Alternate Safety Coverage Request (Form DSR-1) indicating the qualified person who will act as DSR during the absence no less than one week prior to the planned absence.
- b. If the vacation will extend more than fourteen (14) calendar days, the contractor shall provide a qualified Lead Safety Representative/Safety Representative, acceptable to the authority and meeting the requirements of the Technical Specifications of this Contract to assume the duties and responsibilities of the absent Lead Safety Representative/Safety Representative on or before the fifteenth day of absence.

## 3. Lead Safety Representative/Safety Representative Termination or Resignation

- a. In the event that a contractor Lead Safety Representative/Safety Representative is either terminated or resigns, the contractor shall immediately inform the Resident Engineer and the Metro Construction Safety Manager or designee.
- b. The contractor shall assign a DSR immediately and provide the Resident Engineer and the Metro Construction Safety Manager or designee a copy of the Alternate Safety Coverage Request indicating the DSR candidate.
- c. If the substitution of a DSR extends more than fourteen (14) calendar days, the contractor shall provide a qualified Lead Safety Representative/Safety Representative, acceptable to Metro and meeting the requirements of the Technical Specifications of this Contract to assume the duties and responsibilities of the former Lead Safety Representative/Safety Representative on or before the fifteenth day of absence.

## 4. Small Work Crews

In situations where a small crew of fifteen (15) employees or less, including all supervisory and subcontractor employees, is involved in work on an extended shift, weekend work or irregular shift work; a DSR may be substituted for the personnel required by the Technical Specifications provided the following conditions are met:

- a. For Projects that involve multiple Contracts with Prime Contractors, the individual Contract's Project to Date OSHA Recordable Case Rate must not exceed the overall Project's Case Rate.
- b. For Projects that involve multiple Contracts with Prime Contractors, the individual Contract's Project to Date Time Away From Work Case Rate must not exceed the overall Project's Case Rate.

- c. For Projects that involve a single Contract with a Prime Contractor or JV, the Contractor's Project to Date OSHA Recordable Case Rate and Lost Time Case Rate must not exceed the most recently published National Rates.
  - d. The contractor shall provide a copy of the Safety Coverage Request (Form DSR-1) indicating the qualified person who will act as DSR during the work no less than four working days prior to the planned work.
5. Work Activity at Contract Completion

As the Contract nears completion and the only remaining contractor activity is limited to work by small crews on an irregular basis, acceptance of the use of a DSR for the work will be considered by the Metro Construction Safety Manager or designee based upon the detail of the particular situation.

## **2.5 Required Emergency Procedures**

### **A. EMERGENCY ACTION PLAN & REPORTING PROCEDURES**

The contractor shall have a written Emergency Action Plan & Reporting Procedure including, but not limited to, the following:

1. Injuries to employees.
2. Injuries to the general public on or adjacent to the worksite.
3. Property damage with particular emphasis on utilities.
4. Fire.
5. Natural disasters such as earthquakes.
6. Public demonstrations such as mobs, riots, etc.
7. Bombs or other destructive threats.
8. Other exposures or potential hazards that may occur at the worksite.
9. Ventilation for underground work areas.
10. Emergency procedures compatible with local police and fire department procedures.
11. Emergency procedures that ensure the contractor's most senior supervisor present takes charge of and directs the handling of the emergency.

The contractor's Lead Safety Representative/Safety Representative shall review emergency procedures monthly to ensure that contractor personnel are familiar with the proper actions to take, and that emergency telephone numbers are current. The emergency procedures shall be posted on the contractor's bulletin board. All emergency procedures shall be reviewed and accepted by Metro. Emergency fire and earthquake drills will be conducted semi-annually during the term of the contract.

After NTP and prior to the start of construction activities (including activities in support of Final Design for Design Build Contracts), the above procedures shall be submitted to Metro for review and approval in compliance with Section 1.05 of the Worksite Safety Requirements.

The Emergency Reporting Procedure and specific emergency procedures will be discussed and reviewed regularly by the contractor's supervisory personnel and at tool box safety meetings.

#### B. EMERGENCY ACTION PLAN & REPORTING PROCEDURE IMPLEMENTATION

Should an emergency occur, the contractor shall:

1. Immediately secure the area and implement the appropriate actions from the Emergency Action Plan & Reporting Procedure.
2. Notify the Resident Engineer and the Metro Construction Safety Manager or designee who will notify other Metro staff in conformance with Metro's Emergency Action Plan & Reporting Procedure.
3. Provide information regarding the emergency to authorized Metro representatives only. Questions from the press and media shall be referred to Metro's Public Affairs Department.

#### C. FIRST-AID FACILITIES

In formulating a Site Specific Emergency Action Plan, the contractor shall provide appropriate facilities and staff for the treatment of on-the-job injuries. The first-aid facility shall comply with the requirements of the CCR Title 8 in conforming to the following:

1. For larger Heavy Civil and or New Underground Construction Projects where the Contractor maintains a portable or temporary office at the worksite, the location, size, furnishing and equipment shall have the approval of Metro and be capable of providing quiet, private communications, as well as adequate ventilation, light, heat, hot and cold water, toilet facilities and electrical outlets. Additionally, this station must also be equipped with a first-aid kit suitable to service the number of personnel assigned to the project, towels and paper cups, a blood pressure cuff and stethoscope, a cot or an equivalent resting place, and other items as required by the consulting physician.
2. For small Capital Improvement Construction Projects where the Contractor *does not* maintain a portable or temporary office at the worksite, the location, size, furnishing and equipment shall have the approval of Metro and be capable of providing quiet, private communications, and may be nothing more than the cab of a Company Truck. This station must also be equipped with a first-aid kit suitable to service the number of personnel assigned to the project, and other items as required by the consulting physician.

#### D. INCIDENTS

Incidents involving either personal injury, serious or significant property damage (in excess of \$5,000) or a report to the '9-1-1' agency shall be reported by the Contractor's Safety Representative immediately to the Metro Construction Safety Manager or designee. The Metro Construction Safety Manager or designee shall notify Metro staff in conformance with the Metro Emergency Reporting Procedures. The Contractor shall issue standing orders to all supervisors directly in charge of operations that the scene of an incident shall not be

disturbed, except for rescue or other emergency measures, until otherwise directed by the Metro Construction Safety Manager or designee.

The Contractor's Safety Representative shall report 'near miss' or non-serious property damage incidents to the Metro Construction Safety Manager or designee immediately. If the incident falls below the reporting criteria for activating the Emergency Reporting Procedures the Metro Construction Safety Manager or designee will follow Metro procedures and make notifications as needed.

Contractors' personnel, either witnessing or party to the incident, shall be detained at the site to provide detailed accounting of facts in the form of a written, signed statement. All statements as well as a preliminary investigation into the facts conducted by contractor management personnel including drawings and pictures shall be submitted to the Metro Construction Safety Manager or designee within 24 hours of the incident. The contractor shall designate a responsible person to make emergency calls.

## **2.6 Protection of the Public**

### **A. PROTECTIVE MEASURES**

Necessary precautions shall be taken to prevent injury to the public or damage to property of others. Installation of temporary barriers and/or fencing designated to protect the public shall be reviewed and accepted by Metro and monitored for compliance by the Metro Construction Safety. Precautions shall include but not be limited to the following:

1. Work shall not be performed in any area occupied by the public unless specifically permitted by the contract or approved in writing by Metro.
2. When necessary to maintain public use of work areas involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways, vehicular roadways, etc., the contractor shall protect the public in accordance with all applicable laws and regulations.
3. Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors or exits shall be kept clear of obstructions to permit safe ingress and egress of the public at all times.
4. Appropriate warnings, signs and instructional safety signs shall be conspicuously posted where necessary. In addition, a signal person shall control the movement of motorized equipment in areas where the public might be endangered. Signs, signals or other control devices used to regulate vehicular traffic shall meet the requirements of paragraph 1.5.B of this document, and the Work Area Traffic Control Handbook (known as the "Watch Manual") or California Manual on Uniform Traffic Control Devices (MUTCD).
5. Sidewalks, sheds, canopies, catch platforms and appropriate fences shall be provided when necessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural alteration of outside walls on any structure. The protection required shall be in accordance with all applicable laws and regulations and paragraph 1.5.B of this document.

6. Temporary fencing shall be provided around the perimeter of the worksite adjacent to public areas except where a sidewalk shed or fence is provided by the contractor as required by subparagraph 5, above. Perimeter fences shall be at least eight feet high.
7. Temporary fencing may be constructed of wood or metal frame and sheathing, chain link, a combination of both, or as otherwise provided in contract documents. To address line of sight issues, when the fence is adjacent to a sidewalk at a street intersection or driveway, the upper portion of fence shall be open wire mesh from a point not to exceed three feet above the sidewalk and extending at least twenty-five feet in both directions from the corner of the fence.
8. Guardrails shall be provided on both sides of vehicular and pedestrian bridges, ramps, runways and platforms. Pedestrian walkways elevated adjoining surfaces, or walkways within four feet of the top of excavated slopes or vertical banks, shall be protected with guardrails, except where sidewalk sheds or fences are provided as required by subparagraph 6, above. Guardrails shall be constructed in accordance with paragraph 1.5.B, of this document.
9. Barricades shall be provided between work areas and pedestrian walkways, roadways or occupied buildings unless more specific protection is required in the paragraphs above. When a barricade is temporarily removed for the purpose of work, an employee shall be assigned to monitor the openings to prevent injury or damage to the public.
10. Temporary sidewalks shall be provided when a permanent sidewalk is obstructed by the contractor's operations. Guardrails shall be provided on both sides of temporary sidewalks.
11. Warning signs, reflective stripes or tape, and lights shall be maintained along guardrails, barricades, temporary sidewalks and at every obstruction to the public. Lights shall be placed at both ends of such protection or obstructions and not over twenty feet apart alongside of such protection or obstruction where pedestrians are expected to travel along the path.
12. The use of fuel burning type lanterns, torches, flares or other open flame devices is prohibited.

## **2.7 Group Tours and Site Visitors**

### **A. CONDUCT OF TOURS**

It is particularly important that a high degree of protection be afforded persons on authorized tours of construction worksites. The following instructions shall be complied with, as applicable, by the contractor and those responsible for arranging such tours:

1. In all cases, Metro shall advise the Contractor of any tour being hosted by Metro in a timely manner prior to the tour taking place.
2. Tours hosted by the Contractor must be cleared through the Metro Department of Public Affairs, as well as the Project Director or designee, allowing maximum advance notice and in compliance with Metro's Policies and Procedures.
3. Metro Public Affairs will coordinate the tour arrangements and ensure notification of the Construction Manager.



4. Metro Public Affairs will coordinate the following with the individual or organization requesting the tour:
  - a. Number of Visitors - Tour groups in non-work areas will be limited to no more than twenty-five persons per tour guide. Tour groups in work areas will be limited by agreement between Construction Safety and Public Affairs based upon the specific conditions to be encountered by the tour group.
  - b. Clothing - Visitors entering the work areas of the Project (regardless of whether construction work is taking place in the area or not) will be required to wear appropriate work pants, shirts, and sturdy leather work shoes or rubber safety toed boots. Sneakers, high-heeled shoes, light weight hiking footwear, steel toed athletic or casual footwear are prohibited. Dress or suit slacks or pants, dress shirts or blouses and suit coats will be highly discouraged due to the potential for damage. Loose fitting clothing of any type or clothing that does not protect the legs from scratches and abrasions is also prohibited.
  - c. Minors - Persons under 18 years of age are not permitted on project tours.
  - d. Protective Equipment - Hard hats, eye protection, ear-plugs, and other personal protective equipment will be required as necessary. Metro Public Affairs shall provide protective equipment in coordination with the Director, Construction Safety or designee for tours hosted by Metro only.
  - e. Release and Hold Harmless Agreement - Each visitor shall be required to sign a release and hold harmless agreement prior to the commencement of the tour. A sample Visitor's Release and Hold Harmless Agreement is contained in this manual as Exhibit 2-1.
  - f. Visitors shall comply with contractor safety requirements. This includes Self Rescuer training prior to entering an underground station or tunnel.
  - g. Metro Construction staff members and tour guides shall familiarize their group(s) with the hazards to be encountered on the tour as well as how to protect themselves from these hazards prior to entering the work site through a pre-tour safety orientation presentation.

## **2.8 Locating Utilities**

### **A. REQUIREMENTS**

Prior to any underground work being performed, utilities within the area of work shall be located in accordance with the California Government Code.

1. The contractor shall contact the Underground Service Alert (USA) of Southern California via telephone at 1-800-422-4133 or 8-1-1 or via the internet at [www.digalert.org](http://www.digalert.org), to arrange for the utilities within the area of work to be located.
2. The construction project specifications and drawings shall be reviewed by the contractor for notations of utility companies that are not a member of an underground service alert group. Those non-members of an underground service alert group must be contacted directly.
3. Contact with Underground Service Alert or utility companies shall be logged on the Underground Service Alert Contact Log and retained by the contractor. This

log shall be maintained at the primary worksite and made available to Metro for review without prior notice. See Exhibit 2-2.

4. The contractor shall visually check the area for signs indicating the possibility of recent underground relocation work by an outside entity.
5. The contractor shall notify the RE and staff at the periodic look ahead and/or readiness review meetings as to any upcoming underground work expected during the look ahead time period.
6. The contractor shall take all necessary steps to protect the utilities from damage including 'pot-holing' at appropriate intervals to positively locate the utilities. Confirm with the Metro Third Party staff and or directly with the owners of underground utilities in the area to confirm the need for a representative of the utility to be on location during the work. If the Utility requires the presence of a representative, work with the potential to affect that utility installation shall not be commenced without the required representative present.
7. Strict compliance with the utility provisions of this manual as determined by Metro shall be considered part of the original scope of work and shall not delay the schedule for performance of work by the contractor nor shall they be the basis for any claim of delay or to increase the cost of the Contract.

## **2.9 Concrete Barricades**

Temporary concrete barricades, such as "K-rail" or "Jersey barricades", shall be used along streets where work is being performed to separate vehicular traffic from the work areas. Temporary concrete barricades shall be used along streets to separate vehicular traffic from pedestrian detours in streets. These barricade installations shall be designed and installed in compliance with the provisions of this Contract and the most recent revision of the California Manual of Uniform Traffic Control Devices (CA-MUTCD).

A chain-link fence, or its equivalent, at least four feet in height shall be installed on top of the concrete barricades to prevent pedestrians from climbing or jumping over the barricades. *Plastic type fencing (snow fence) shall not be permitted on the project for this use.* This requirement may be waived by Metro Director, Construction Safety or the Construction Safety Manager for specific locations or periods of work when the fencing or concrete barricades are impractical or inappropriate and other means of protecting the workers and public can be utilized by the Contractor. Waivers shall be in writing and not only have the approval of the Director, Construction Safety or the Construction Safety Manager, but shall also be approved by any other Authority Having Jurisdiction.

## **2.10 Office Safety and Security**

Offices are comparatively safe places to work, however incidents and injuries do occur. To ensure safety of all personnel, follow these rules:

- a. Walk; do not run in corridors or on stairs. Use hand rails.
- b. Do not stand in front of closed doors - they may open suddenly.
- c. Do not read correspondence or other material while walking.
- d. Do not push or crowd at elevators, entrances, exits, or on stairways.

- e. Be careful of swivel chairs. Do not lean back in them without testing your weight gradually.
- f. Electrical or telephone cords shall not be placed across aisles or doorways unless properly protected.
- g. Use handles when closing files, desk drawers and safe or vault doors.
- h. Keep file drawers, desk drawers and locker doors closed when not in use. Open only one file or desk drawer at a time. File cabinets and bookcases shall be properly secured to prevent overturning.
- i. Check your office furniture regularly to assess safe conditions.
- j. Familiarize yourself with emergency office procedures for fire, earthquakes and bomb threats.

## EXHIBIT 2-1

### VISITOR'S RELEASE AND HOLD HARMLESS AGREEMENT

Contractor: \_\_\_\_\_

Contract No: \_\_\_\_\_ Date: \_\_\_\_\_

In consideration of being permitted, for my own purposes and interests, to enter upon the premises or construction site of the Metro Transit Project, I hereby release, hold harmless, and indemnify Metro, the construction managers, contractors and subcontractors from and against, and assume the risk, for and on behalf of myself, my heirs, my survivors and my estate, for any damages, losses, injuries and any and all other claims of any type whatsoever for personal injury (including death) and other loss or damage of any nature whatsoever including damage to my personal property, sustained or caused while on such premises or site, except those injuries which are caused solely by the negligence of Metro, the construction managers, contractors, subcontractors or its agents or employees. In the event any clause, term or provision of this agreement shall be declared or adjudicated void or invalid, it shall in no manner affect the other clauses, terms and provisions hereof, which shall remain in full force and effect, as if the clause, term or provision so declared or adjudicated invalid was not originally a part hereof.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 2-2**

**Metro TRANSIT PROJECTS**

CONTRACT NO: \_\_\_\_\_ CONTRACTOR/SUBCONTRACTOR: \_\_\_\_\_

UNDERGROUND SERVICE ALERT CONTACT LOG				
DATE	TIME	SERVICE/FIRM AND INDIVIDUAL	REFERENCE	DISPOSITION

**EXHIBIT 2-3**

**ALTERNATE SAFETY COVERAGE REQUEST (FORM DSR-1)**

Contract No: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

**LEAD SAFETY REPRESENTATIVE/SAFETY REPRESENTATIVE COVERAGE SITUATION:**

- |  |   |                                     |
|--|---|-------------------------------------|
| <input type="checkbox"/> Vacation            | <input type="checkbox"/> Personal Leave           | <input type="checkbox"/> Sick Leave |
| <input type="checkbox"/> Termination         | <input type="checkbox"/> Resignation              | <input type="checkbox"/> Other      |
| <input type="checkbox"/> Small Crew Coverage | <input type="checkbox"/> End of Contract Coverage |                                     |

Coverage Situation Details: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Detailed Scope of Operation(s) to be covered: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Coverage Start Date: \_\_\_\_\_ Expected End Date: \_\_\_\_\_ Time of Day: \_\_\_\_\_

Individual Coverage is being requested for: \_\_\_\_\_  
(name)

Designated Safety Representative Nominee: \_\_\_\_\_  
(name)

Designated First Aid Responder: \_\_\_\_\_  
(name)

Designated CPR Responder: \_\_\_\_\_  
(name)

Assigned Certified Tunnel Safety Representative: \_\_\_\_\_  
(if required by work scope) (name)

Assigned Certified Gas Tester: \_\_\_\_\_  
(if required by work scope) (name)

Complete and submit this form in compliance with Section 2.4 of this Manual.

### **3 INSTRUCTION AND TRAINING**

#### **3.1 Purpose and Scope**

To establish minimum requirements for safety and security training and instruction activities required of every contractor while under contract with Metro. This training should begin with Notice to Proceed and continue through Substantial Completion and Punch List work.

#### **3.2 Objectives**

To ensure that all personnel trained in the awareness of safety hazards and security vulnerabilities involved in their specific job assignments.

To ensure contractors are in compliance with all the specific requirements of paragraph 1.5.B.

#### **3.3 Basic Elements**

The following areas of safety instruction and communication will satisfy the statutory as well as Metro requirements:

- A. Safety, Health and Security indoctrination
- B. Work assignments and job hazard analyses
- C. Safety meetings (including security topics); general, toolbox and task training
- D. Job specific instruction
- E. Location awareness (for security vulnerabilities)
- F. Promotional materials
- G. Supervisor safety and security training
- H. OSHA 30-hour construction safety training
- I. Safety incentives

#### **3.4 Procedures**

##### **A. INDOCTRINATION**

Newly employed, promoted and/or transferred personnel shall be fully instructed in the safety and security practices required for their assignments by audio/visual means including but not limited to video tape presentations, computer interactive training, instructor presentations and or a combination of methods. Initial instructions for project personnel shall include, but not be limited to, instruction on the following:

1. For each individual, the safety hazards and security vulnerabilities presented by the specific work assignment and in the general work area.
2. Personal protective equipment required to be worn at all times in the project work areas including but not limited to hard hat, safety eyewear, and contract compliant clothing and footwear.

3. Instructions on the proper procedure for reporting unsafe job conditions or security vulnerabilities that may be encountered.
4. Reporting of any and all injuries or illnesses, collisions and or damage to public, project or Contractor equipment or property, including near misses.
5. Contractor's job rules and Injury-Illness Prevention Program (IIPP) for the job.
6. Location of first-aid and medical facilities.
7. Toolbox safety/security meeting requirements.
8. Emergency service notification procedures for fires, medical emergencies, police services or other emergency situations.
9. An orientation by the foreman, superintendent or other supervisor of the new employee's work area to the specific safety hazards and security vulnerabilities of that area.

#### A. WORK ASSIGNMENTS

Work assignments, regardless of level, shall include specific instructions on safety and security. Supervisors shall monitor under actual working conditions to ensure that all safety and security instructions are being followed.

#### B. MEETINGS

Properly conducted safety meetings of substantive length are an effective means of communicating with employees about safety and security topics. To be effective, the material presented must be specific as well as practical.

1. Crew Training Meeting (Toolbox) - Each foreman shall hold a weekly toolbox safety training meeting in the work area with their entire crew. Subject matter should cover specific safety or security procedures pertinent to the crew's on-going activity. Following these meetings, a "Report of Safety Meeting" Form No. CS-49 (Exhibit 3-1) (or approved Contractor equivalent) shall be completed and distributed in accordance with Appendix A, Summary of Construction Safety and Security Reports. The Contractor's Lead Safety Representative/Safety Representative shall regularly attend and participate in these meetings.
2. Operational or Progress Meetings - Safety shall be the first agenda item. The record of these meetings should reflect the specific items discussed. The contractor's Lead Safety Representative/Safety Representative is required to attend. Operational or Progress Meetings shall be held in compliance with the Contract Meetings Specification of this Contract.



EXHIBIT 3-1a



REPORT OF TAILGATE SAFETY MEETING
DATE:
MTA CONTRACT NO:
PROJECT:
CONTRACTOR:
CRAFT:
NO. ATTENDING:
SAFETY AND/OR SECURITY TOPICS DISCUSSED:
SUGGESTIONS FOR IMPROVEMENT:
FOREMAN'S SIGNATURE:
SUPERINTENDENT:
SAFETY REPRESENTATIVE:

FORM NO. CS-49 (front)

**EXHIBIT 3-1b**

ATTENDANCE ROSTER		
NAME - PRINTED	SIGNATURE	CRAFT
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		
24.		
25.		

FORM NO. CS-49 (back)

## **4 WORK PRACTICES CONTROL**

### **4.1 Purpose and Scope**

This section describes certain basic practices and procedures to be followed by contractors and their subcontractors for the control and elimination of unsafe or insecure practices by employees, during the prosecution of Metro work. Control and elimination of unsafe and insecure acts is a major portion of an effective safety and security program.

### **4.2 Objectives**

Eliminate job-related injuries and illnesses.

Provide a safe and secure work environment.

Ensure protection of the general public and the environment.

Protect construction supplies, equipment and in process facilities.

Eliminate overall losses and claims.

### **4.3 Procedures**

The techniques which may be applied by the contractor in the control of unsafe and insecure acts include but are not limited to:

#### **A. Planning**

Controlling unsafe or insecure acts starts with the Contractor's planning of the work including planning for proper equipment, tools, personal protective equipment and employee training. This planning process is incorporated into the Construction Work Plan/Job Hazard Analysis process. This process is fully discussed in Section 5 – Physical Conditions Control, however, the process is integral to controlling both physical and behavioral hazards and vulnerabilities.

#### **B. Supervisory Controls**

1. Contractor - Each contractor shall be responsible for continuous surveillance of their operations in order to eliminate the sources of injuries or losses due to unsafe or insecure acts or procedures.
2. Contractor Supervision Staff - The practical safety experience of project supervision shall be utilized in managing the actions of those under their direction.
3. Never, under any circumstance, will an employee be assigned to perform work alone in an isolated work area. Employees working alone must be within visual contact of other workers and or supervision.

#### **C. Reporting of Identified Unsafe or Insecure Practices or Hazardous Conditions**

Responsibility for monitoring and recording the safety and security compliance of contractors is located with Metro Construction Safety Staff and the Construction Manager's field staff. Contractor supervision will be notified verbally at the time an unsafe or insecure practice or condition is discovered or noted by Metro or other

staff. Contractor supervision will be expected to take immediate corrective action appropriate to the practice or condition noted. When correction is not immediately possible, written documentation may be directed to the Contractor by Metro Staff to facilitate follow-up. The lack of notification of the contractor by Metro Staff or Construction Manager's staff regarding a specific practice or hazard shall not in any way relieve the contractor of the responsibility and obligation to identify and address unsafe and or insecure conditions or practices.

The Contractor's Safety Representative, Metro Construction Safety Staff and other Construction Management Staff will use forms appropriate to their position and assignments to record observations and feedback of both safe and unsafe behaviors and conditions. Construction Inspectors and other construction professionals under the control of the Resident Engineer shall inform the contractor and Metro Construction Safety of any unsafe or insecure practices or conditions recognized or brought to their attention by recording such information in their daily inspection or activity reports and forwarding copies of these reports to the Construction Safety Manager when needed.

#### D. Substance Abuse

1. Metro is committed to the establishment and maintenance of a safe and efficient work environment for all personnel, free from the intoxicating effects of alcohol, illegal drugs and other controlled substances.
2. The contractor and subcontractors, regardless of tier, suppliers and all other persons performing work on Metro property shall comply with the provisions of the Construction Contractor Alcohol and Drug Free Workplace Program found in section 4.3.F of this Manual.

#### E. Other Controlled Items

Metro prohibits the use, possession, concealment, transportation, promotion or sale of the following controlled items:

1. Firearms, weapons, and ammunition - except when possessed by authorized security professional or law enforcement personnel assigned or responding to the Work Site.
2. Switchblades or other illegal knives.
3. Unauthorized explosives including fireworks.
4. Stolen property or contraband.

The use, possession, concealment, transportation, promotion or sale of the above items will result in the involvement of law enforcement personnel. Prosecution of personnel will be at the discretion of the Authority Having Jurisdiction.

#### F. Alcohol And Drug Free Construction Workplace Program

The Contractor and any Subcontractors of any tier with subcontracts exceeding twenty-five thousand dollars (\$25,000) are subject to these requirements. At the time of execution of the Contract, the Contractor shall submit to Metro an Alcohol and Drug-Free Construction Workplace Program which at a minimum shall include the following:

- 1) An alcohol and drug-free construction workplace policy statement notifying its employees and subcontractor employees that the unlawful manufacture, distribution, dispensing, possession, or use of alcohol or a controlled substance is prohibited in the Contractor's construction workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- 2) Establishment of an on-going alcohol and drug-free awareness program to inform its employees about:
  - a) The Contractor's policy of maintaining an alcohol and drug-free construction workplace.
  - b) The dangers of alcohol and drug abuse in the construction workplace.
  - c) Any available alcohol and drug counseling, rehabilitation, and employee assistance programs.
  - d) The penalties that may be imposed upon an employee for alcohol and drug abuse violations occurring in the construction workplace.
- 3) Provide to all employees engaged in the performance of the Contract a copy of the alcohol and drug free policy statement.
- 4) As a condition of initial employment or re-employment of any Contractor's employee, employment shall be conditional until pre-employment drug screening has been passed. Drug test types shall be performed according to current national standards by a certified laboratory or certified "instant" test device(s).
  - a) "Initial employment" means the date the employee begins work on the Metro Project for a Contractor subject to this Contract.
  - b) "Re-employment" means the date the employee begins a second or more period of work on the Metro Project for a Contractor subject to this Contract after a period away from the Work of more than forty-five (45) days.
- 5) Notification to all employees, in writing, that as a condition of employment the employee will:
  - a) Abide by the terms of the policy statement.
  - b) Upon request by the Contractor, agree to submit to a drug screening/alcohol test if either of the following exists:
    - i. Reasonable suspicion exists to believe the employee is under the influence or possession of drugs, alcohol or other controlled substances; or
    - ii. Employee is involved in an incident or situation that results in an injury to the employee or any other individual during the performance of the employee's assigned duties or property damage.

Drug test types shall be performed according to current national

standards by a certified laboratory or certified "instant" test device(s).

- c) Notify the employer, in writing, of the employee's conviction under a criminal drug statute for a violation occurring in the construction workplace no later than five (5) calendar days after such conviction.
  - d) Notify the employer of employee's use of prescription drugs which may impair alertness during the performance of the employee's assigned duties.
  - e) Upon reasonable suspicion of a violation of policy, submit to a search and inspection upon entering, while working or leaving the Work Site.
  - f) Upon returning to active employment from rehabilitation for alcohol or drug abuse, sign a "Return to Work Agreement", agreeing to unannounced testing for a period of one (1) year, maintaining an acceptable attendance and performance record and participation in follow-up treatment/counseling recommendations by the treatment program.
  - g) Permit the notification of the Metro's contracting officer by the contractor, in writing, within ten (10) calendar days after receiving notice from an employee or otherwise receiving actual notice of an employee's conviction under a criminal drug statute for a violation occurring in the construction workplace. The notice shall include the name and position title of the employee.
  - h) Understand that within thirty (30) calendar days after receiving notice of a conviction, the employer shall take one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the construction workplace.
    - i. Taking appropriate personnel action against such employee up to and including termination, or
    - ii. Requiring such employees to satisfactorily participate in a drug abuse assistance or rehabilitation program approved by a Federal, State or local health, law enforcement or other appropriate agency.
  - i) That the employer will provide, throughout the construction period, periodic seminars and instruction to site superintendents, supervisory personnel including foremen and other key employees in the characteristics, behavior and detection of alcohol and drugs.
  - j) That the employer is required by contract to submit, on a monthly basis, certain anonymous information regarding the number of new employees, number of retested employees, and billing or inventory invoices as well as other information that allows Metro to audit the activities of the Contractor in compliance with the Alcohol and Drug Free Construction Workplace Program.
- 6) The Contractor, if an individual, agrees by award of the Contract, not to engage in the unlawful manufacture, dispensing, possession, or use of a controlled substance in the performance of the Contract.

- 7) If the Contract involves the use of Union Craft personnel in performing the Work, the Contractor may wish to obtain a Memorandum of Understanding regarding its Alcohol and Drug-Free Construction workplace program from the Unions involved.
- 8) The Program shall also contain an explanation of a monthly submittal to Metro which allows Metro to validate the ongoing nature and effectiveness of the Program. This submittal may tag the form of one of the three following reports or another of similar nature as determined by the Contractor and included in the Approved Program:
  - a. A copy of invoices paid to an independent laboratory for the conducting of screening tests. The report should indicate the number of new employees tested, employee retests and tests for cause. This number should equal the number of tests the Contractor is being billed for. Any personal information included on the invoices shall be redacted by the Contractor prior to submittal.
  - b. When the contractor is using a urinalysis device that allows for testing on site, verification of testing is completed via an inventory report. The report should indicate the number of unused testing cups at the beginning of the month, subtracting the number of new employees tested, employee retests, tests for cause, and adding the number of new cups received. This number should equal the number of test cups on site at the end of the month.
  - c. When the contractor is using some other device that allows for testing on site (such as an oral swab), verification of testing is completed via an inventory report. The report should indicate the number of unused testing devices at the beginning of the month, subtracting the number of new employees tested, employee retests, tests for cause, and adding the number of new devices received. This number should equal the number of testing devices on site at the end of the month.

#### G. Safety First Incentive Program

##### 1. General

- a) Application – This Section and the Program it describes applies ONLY to those Contract Packages where a defined value for this Program is indicated in the Special Provision titled SAFETY'S FIRST INCENTIVE PROGRAM. In Contract Packages where the above titled Special Provision is excluded, blank or marked with the words "Not Used" or similar language, the requirements of this section are null and void.
- b) Purpose. -- This Section will provide guidelines for the Contractor to develop a Safety's 1<sup>st</sup> Award Program (Program) to recognize and provide incentive to its personnel at all levels of employment, as well as the of its Subcontractors, for superior safety performance. Metro will reimburse the Contractor the actual cost of the awards, as set forth below, associated with this Program.
- c) Announcement/Presentation. -- The Program status may be reviewed at Metro's Monthly Safety Meeting. Actual presentation of awards will be made in a convenient area on or near the Worksite.
- d) Approval & Audit. -- To ensure that awards are distributed fairly and consistently, Contractor's Safety 1<sup>st</sup> Incentive Program shall be subject to Review and Approval, as well as audit, by Metro.

2. Metro Funding Cap, Reimbursement & Audit.
  - a) Funding Cap. -- This Program will be funded under the item listed in the Schedule of Quantities and Prices and described in the Special Provisions.
  - b) Reimbursement. -- All requests for reimbursement must be accompanied by a copy of the approved submittal for the Award Item in question, a copy of the invoice clearly indicating the specific award item, quantity & pricing and a copy of the Contractor's payment of the invoice. Reimbursements requests shall be Approved by the Director, Construction Safety or written designee.
  - c) Audit. -- All costs for which the Contract seeks reimbursement shall be subject to financial audit in accordance with the Section entitled MAINTENANCE OF, ACCESS TO AND AUDIT OF RECORDS.
3. Submittal Requirements -- Within thirty (30) Days of the Notice to Proceed (NTP), the Contractor shall develop a detailed SAFETY FIRST INCENTIVE PROGRAM PLAN for submittal to (and Approval by) Metro. Requests for reimbursements under this article will be rejected prior to the Approval of the Contractor's SAFETY FIRST INCENTIVE PROGRAM PLAN.
4. SAFETY FIRST INCENTIVE PROGRAM PLAN Criteria - The Contractor's SAFETY FIRST AWARD PROGRAM PLAN shall address the following:
  - a) Program Administrator. -- Identification of the individual(s) who will administer the Award Program for the Design Builder.
  - b) Employee Eligibility. -- Design Builder's employees, as well as the employees of its Subcontractors (of any tier), who are working at the Site during the eligibility period for the award (hereinafter "Eligible Employees").
  - c) Eligible Employee Listing. -- A process enabling accurate accounting (and reporting) of all Eligible Employees in the Incentive Program.
    1. Contractor and its Subcontractors (of any tier) shall develop and maintain a tabular list of its Eligible Employees, which tracks, at a minimum, the following information regarding each employee:
      - (a) Start and end date at the Worksite;
      - (b) Number of hours worked or logged at the Site;
      - (c) A number count of the times he/she has won an award under the Award Program in question, including date of last award;
      - (d) A number count, logging relevant safety metrics directly attributable to the individual:
        - i. The number of incidents resulting in a recordable injury/illness.
        - ii. The number of vehicle collisions or incidents.
        - iii. The number of incidents resulting in equipment damage (Construction Equipment or otherwise) exceeding five-hundred US Dollars (\$500).
        - iv. The number of incidents meeting the criteria for "Special Circumstances", as defined in the Article entitled ASSESSMENTS FOR SPECIAL CIRCUMSTANCES
    2. Upon Metro's request, Design Builder shall provide Metro with an electronic file-copy and/or hardcopy of the latest "Eligible Employee Listing", for itself as



well as its Subcontractors (of any tier). The electronic file-copy of the Listing given to Metro shall either be in a spreadsheet or a database format, or as otherwise agreed upon between Contractor and Metro.

5. Incentive Criteria. -- The basis for the Incentive shall be any Eligible Employee (as defined above in this Section) who has:
  - a) No recordable injuries/illnesses;
  - b) No claims of public liability;
  - c) No vehicle accidents or equipment damages exceeding five hundred US Dollars (\$500);
  - d) No incidents meeting the criteria for "Special Circumstances".
6. Incentive Structure. -- The Incentive structure shall include the following:
  - a) Period of performance required for the specific incentive.
  - b) Approximate dollar values of incentives to be awarded, as well as types of awards in each category.
  - c) Incentives for reimbursement shall be logo bearing items such as caps, cups, coolers, jackets, T-shirts, belt buckles, watches and other such items of value to the construction work force.
  - d) The methodology by which Contractor will document and provide certification for awards distributed.
7. Approval of Safety Award Nominations.
  - a) Award Distribution List. -- Prior to issuance of an incentive by the Contractor, the Contractor shall submit to Metro for its Approval, an AWARD DISTRIBUTION LIST containing the following:
    1. A listing of the names of Eligible Employees (as defined above in the previous Section) who are considered by the Contractor for an incentive, for the period to be presented (hereinafter "Incentive Recipients");
    2. The type(s) of incentive to be presented to each Incentive Recipient, for the period to be presented; and
    3. The specific Incentive Criteria used for selection of the Incentive Recipients.
  - b) Approval of Distribution List. -- Metro's Contracting Officer (or its duly delegated Authorized Representative), at its sole discretion, will review and Approve the Contractor's incentive Distribution List, as well as the corresponding distributions of money to the Contractor to fund the awards.
8. Approval of Safety Award Format.
  - a) Award documents must be approved by Metro for style, wording and logo use prior to procurement by the Contractor.
  - b) Items to be used as incentives must be submitted to and approved by Metro as meeting Metro's criteria for design and use of logos prior to being procured by the Contractor.
  - c) Failure of the Contractor to obtain required approvals may result in the rejection of payment requests made under this section.

## **5 PHYSICAL CONDITIONS CONTROL**

### **5.1 Purpose and Scope**

Establish and maintain physical conditions in the workplace that control observed or expected hazards and vulnerabilities. This control applies to any area under the control of the Contractor which is or may be occupied by the Project Workforce or exposes the general public to construction hazards or vulnerabilities in any way.

### **5.2 Objective**

Prevent injuries and incidents resulting from uncontrolled physical hazards or vulnerabilities.

### **5.3 Procedures**

#### **A. PLANNING**

Planning for the safety and security of the project shall begin with initial design and continue throughout the construction phase. Contractors shall plan the safety procedures to be followed for each phase of construction. The Contractor's Safety Representative, in conjunction with the Contractor's Project Management staff that is directly responsible for the work will develop and implement Job Hazard Analyses (JHA) as part of the development of Construction Work Plans. Use Form CS-51, Worksheet for Job Hazard Analysis (see Exhibit 4-0) or similar form accepted by Metro Construction Safety.

#### **1. Job Hazard Analysis (JHA)**

The written JHA is an integral part of the Construction Work Plan. For each work activity undertaken by the Contractor a Construction Work Plan (CWP) shall be developed and submitted in compliance with the Project Quality Requirements and Worksite Safety Requirements Technical Specifications...

- a. The contractor shall submit as soon as possible after Notice to Proceed (NTP) a matrix of JHA's to be completed for major work activities as well as a schedule for the preparation and submittal of the CWPs/JHAs. As work progresses, additional CWPs/JHAs may be required by Metro and shall be submitted upon notification. (See also Section 8.3.A.3 of this Manual.)
- b. JHAs will be developed and submitted with the associated CWP prior to commencement of the activities included in the CWP/JHA and in compliance with the Project Quality Requirements and Worksite Safety Requirements Technical Specifications.
- c. No work included in a CWP/JHA will commence prior to the submittal and acceptance of the CWP/JHA. The CWP/JHA shall be reviewed as part of the Readiness Review meeting in compliance with the Project Quality Requirements Technical Specification.
- d. High Hazard Operations: When a JHA identifies high hazard activities such as, but not limited to the activities listed below, the crew will review the written JHA on a daily basis before starting the work.

- 1) Potential for the release of stored energy; i.e., electrical, pressure, explosive, etc.
- 2) Danger of striking against or being struck by.
- 3) Potential injury from burns, including chemical, thermal and or radiation.
- 4) Potential oxygen-deficient environments, limited access or exit conditions (confined spaces).
- 5) Potential of being caught in, on, or between objects.
- 6) Potential injury the use of improper body positions.
- 7) Potential exposure to toxic/radioactive gases, vapors, mists, dusts, heat, cold or other physical stress agents.
- 8) Potential for property damage or loss of function.
- 9) Any change in process or procedures that effect the crew's operation.

## 2. JHA's - Distribution and Training

The JHA serves as an operating procedure and shall be made available to the personnel performing the work. A copy of the accepted JHA will be provided to supervisors and foremen involved in the operation and will be reviewed by the affected employees during a crew safety meeting held prior to the start of the new activity. Personnel involved with the operation will be instructed as to the hazards involved and methods required to control the hazards, including emergency action to be taken in the event of an incident. Personnel will be made aware of the procedures to be used and of the requirements of the JHA. The preparation of CWP/JHAs will be included in the contractor's two week look-ahead schedule and will be discussed at the weekly progress meeting.

### A. RESPONSIBILITY AND SUPERVISORY TRAINING

The contractor is responsible for effective performance through its supervisors and foremen. The supervisor or foreman has direct control of the work being performed, and the responsibility to observe and correct any unsafe or insecure conditions and/or behaviors that they observe or are brought to their attention.

Supervisors and foremen shall complete 30 hours of job specific safety training before beginning contract related activities. Certification of successful completion of an accredited OSHA 500 Construction Outreach Course shall satisfy this requirement. At a minimum, instruction in the following topics shall be included:

1. Hazard identification and abatement
2. Preparation of Job Hazard Analyses
3. Communications in Safety
4. Applicable Federal and State Regulations
5. Injury and Incident Investigation

Training certificates and other records shall be submitted to Metro for review and acceptance. Training records shall be maintained at the worksite and made available to Metro for review without prior notice.

## B. REVIEW OF PHYSICAL CONDITIONS

There are many reviews of physical conditions (inspections) required by statute and this document. However, merely inspecting a work area and documenting physical hazards, security vulnerabilities and unsafe or insecure behaviors does nothing to prevent injuries or losses. Any observation or discovery of physical hazards, security vulnerabilities and unsafe or insecure behaviors must be followed by immediate intervention to control the physical condition or correct the behavior.

1. In addition to other responsibilities for review of physical conditions contained herein, the contractor shall ensure that its Lead Safety Representative makes or coordinates thorough weekly reviews of each of the work areas (including storage, office and/or shop facilities) to ensure compliance with paragraph 1.5.B; utilizing a form approved via the submittal process by Metro. The Contractor may utilize Form CS-54, Construction Safety Hazards Review Record, (see Exhibit 5.1) in lieu of a submitted form to document these reviews. The Safety Representative shall involve the line supervision responsible for each area of work in the inspection of each specific area as a form of training and to expedite correction of the unsafe or insecure condition or practice. Issues that are noted during the review shall be recorded on the approved form. The contractor's project management staff shall be responsible for implementing corrective actions in a time frame appropriate to the severity of the hazard.
2. The contractor shall provide for the performance of required crane inspections and maintain daily, monthly, quarterly, and annual logs. Form No. CS-55, Crane Inspection Record and Form No. CS-56, Wire Rope Inspection Record are included as Exhibits 5-2 and 5-3 and may be used by the Contractor in lieu of the Contractor's equivalent corporate forms. Copies of the completed Forms CS-55 and CS-56, or contractor's equivalent, are to be maintained on the site and shall be provided to Metro upon request without prior notice.
3. Site visits by Representatives of Regulatory Compliance Agencies
  - a. Contractors shall immediately notify the Resident Engineer and Metro Construction Safety Staff whenever a Cal/OSHA or Fed/OSHA compliance officer arrives on the project in compliance with 6.3.G, Inspections by Regulatory Agencies and other sections of this Manual.
  - b. Contractors shall immediately notify the Resident Engineer and Metro Construction Safety Staff of visits by the Fire Department and/or Fire/Safety Inspectors.
  - c. This project is a publicly funded project and at no time shall the contractor or subcontractor at any tier request or require state or federal OSHA compliance officers to obtain a warrant prior to entering a Metro Construction Project. It is; however, appropriate to request a delay in the inspection only until such time as a member of Metro Construction Safety Staff arrives.
  - d. Contractors shall expect continuous monitoring and review of their safety practices and procedures by Metro. Full cooperation by the contractor shall be given to correct any safety or security discrepancies noted verbally or in writing by Metro Construction Safety Staff and or Construction Management Staff. These activities shall not relieve the contractor of any of its regulatory or other obligations. Due to the transitory nature of worksite conditions and personnel, unsafe or insecure conditions or behaviors may occur

occasionally or routinely and may be undetected by any given review by Metro Construction Safety Staff or the staff of the Construction Manager. For this reason, the contractor is expected to exercise absolute control over worksite conditions and personnel through each level of supervision to minimize the potential for injury or property damage.

#### C. METRO “RED TAG” PROCEDURE

Metro has established a program by which equipment, tools or other items used to complete the work that have been determined to present a potential for injury when used as directed by the manufacturer, shall be removed from service. A tag with a prominent red and black message including the word ‘DANGER’ will be utilized by Metro Construction Safety Staff (Exhibit 5-0). All equipment, tools or other items used to complete the work are subject to periodic inspection by Metro and any item of the contractor that is rejected as not conforming to paragraph 1.5.B of this manual, the manufacturers recommendations, or applicable ANSI standards and presents a potential for injury when used as directed by the manufacturer shall be “Red Tagged” by Metro Construction Safety Staff. The tag will be dated and signed and will note the unsafe condition.

Any item so tagged shall not be used until the condition noted on the tag has been corrected and the tag has been removed by the person who has signed and attached the tag. Any employee who ignores, removes, damages or otherwise tampers with a Metro “Red Tag” shall immediately be removed from the project by the contractor and shall not return to the project without the written permission of the Metro Director, Construction Safety or Construction Safety Manager.

A Metro “Red Tag” is considered the equivalent of a **Notice of Suspension of Work** for the particular equipment, tools or other item so tagged. Any violation of the provisions of this section shall be considered a violation of the Special Circumstances Special Provision, if included in the Contract, and the violation may result in the penalties described in the Special Circumstances Special Provision.

#### D. INFORMATION EXCHANGE

Nothing shall be done to impede the free flow and exchange of information between the contractor's Safety Representative and Metro Construction Safety Manager or designee.

#### E. NOTIFICATION OF HAZARDS

Contractors shall provide the RE and Metro Construction Safety Manager with immediate verbal notification, to be followed by written notice of the existence of any hazardous conditions, property or equipment at the worksite that are not under the contractor's control. However, it shall be the contractor's responsibility to take all necessary precautions against injury to persons or damage to property from such hazardous conditions until corrected by the responsible party.

**CS-51**  
**WORKSHEET FOR JOB HAZARD ANALYSIS**

Corporation:		JHA By:	JHA #:
Craft:		Date of Analysis:	
Briefly describe the job:			
Required and/or recommended Personal Protective Equipment:			
WORK OPERATION	POTENTIAL ACCIDENTS OR HAZARDS	SAFE JOB ACTIONS NEEDED	

FORM NO. CS-51 (REVISION 3)

 <p><b>DANGER</b></p> <p><b>DO NOT OPERATE</b></p> <p>OFFICIAL MTA TAG. UNAUTHORIZED REMOVAL WILL RESULT IN DISCIPLINARY ACTION.</p> <p> Signed _____ Date _____</p>	 <p><b>DANGER</b></p> <p><b>UNSAFE DO NOT USE</b></p> <p>OFFICIAL MTA TAG. UNAUTHORIZED REMOVAL WILL RESULT IN DISCIPLINARY ACTION.</p> <p> Signed _____ Date _____</p>	 <p><b>DANGER</b></p> <p>OFFICIAL MTA TAG. UNAUTHORIZED REMOVAL WILL RESULT IN DISCIPLINARY ACTION.</p> <p> Signed _____ Date _____</p>
--	---	---

 <p><b>PELIGRO</b></p> <p><b>NO OPERAR</b></p> <p>TARJETA OFICIAL DE MTA SI ES REMOVIDA SIN AUTORIZACION, SE TOMARA ACCION DISCIPLINARIA</p> <p> METRO</p>	 <p><b>PELIGRO</b></p> <p><b>EQUIPO INSEGURO NO USAR</b></p> <p>TARJETA OFICIAL DE MTA SI ES REMOVIDA SIN AUTORIZACION, SE TOMARA ACCION DISCIPLINARIA</p> <p> METRO</p>	 <p><b>PELIGRO</b></p> <p>TARJETA OFICIAL DE MTA SI ES REMOVIDA SIN AUTORIZACION, SE TOMARA ACCION DISCIPLINARIA</p> <p> METRO</p>
--	--	--

a.

## EXHIBIT 5-1 (FORM CS-54)

### CONSTRUCTION SAFETY HAZARDS REVIEW RECORD

Contractor:	Metro Contract No.
Worksite Location:	
Person in Charge:	
Date: Time:	
Person(s) participating: _____ _____ _____ _____	
Observations:	
Corrective Actions:	

FORM NO. CS-54



## EXHIBIT 5-2

CRANE INSPECTION RECORD					
CRANE NO: _____ MILEAGE: _____ HOURS: _____ DATE: _____					
<b>A. GENERAL REQUIREMENTS</b>	OK	*REP	<b>C. MAIN MACHINE</b>	OK	*REP
1. Capacity charts in cab			1. Controls		
2. Special instruction posted			2. Clutches		
3. Barricades (tail swing)			3. Brakes		
4. Exhaust, pipes guarded			4. Brake locks		
5. 5 BC fire ext. in cab			5. Main drum		
6. First-aid kit in cab			6. Boom hoist		
7. Safety glass in cab			7. Boom hoist panel		
8. Guardrails/hand holds			8. Boom hoist kickout		
9. Platform and steps/non-skid			9. Oil leaks		
10. Proximity signs, 10 ft. min.			10. Hook rollers and turret		
<b>B. ATTACHMENTS</b>			<b>D. CARRIER</b>		
1. *Hooks and blocks (safety latch on hook)			1. Steering		
2. Sockets and rope clamps			2. Brakes (all system)		
3. Boom and lacing			3. Lights, horn, wipers		
4. Boom stops			4. Transmission		
5. Spreaders and gantry			5. Differential		
6. Jib and stops			6. Clutch		
7. Outriggers and pads			7. Engine		
8. Counterweights			8. Tires and wheels		
9.			9. Gauges		
10.			10.		
<b>USE WIRE ROPE FORM FOR CABLE INSPECTIONS</b>					
Inspected at: (Location) _____ By: _____  * Repair or Replace - Respond on reverse side by specific item letter and number. Require separate, recorded annual inspection for deformation and/or cracks.					

FORM NO. CS-55

### EXHIBIT 5-3

WIRE ROPE INSPECTION RECORD								
CRANE NO: _____ MILEAGE: _____ HOURS: _____ DATE INSPECTED: _____								
WIRE ROPE		(A) NUMBER OF BROKEN WIRES PER:		(B) % DIAMETER REDUCTION (WEAR OR CORE DAMAGE)		(C) KINKED, CRUSHED OR CUT, LOSS OF LAV., ETC.?	(D) LUBED, CORROSION (INTERNAL OR EXTERNAL), HEAT DAMAGE?	(E) TERMINAL TACKLE, BLOCKS, HOOKS, ETC.?
TYPE	SIZE	LAY?	STRAND?	IND. WIRE?	TOTAL ROPE?			
Main Hoist (Ld. Line)								
Boom Hoist (Top Lift)								
Jib Hoist (Whip Line)								
Pendants (Main)								
Pendants (150 foot boom+)								
Jib guys (Upper)								
Jib guys (Lower)								
<p>Replacement of hoisting rope shall be done in compliance with the replacement criteria set forth in the California Code of Regulations, Title 8, Chapter 4, Subchapter 4, Construction Safety Orders, §1588.6.</p> <p>Inspected at: (Location) _____ By: _____</p> <p>Comments: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>								

FORM NO. CS-56

## **5.4 Audit Procedure**

In compliance with Metro Staff Policies and Procedures, Metro reserves the right to conduct periodic Audits of the effectiveness of the Contractor's Safety & Security program. These reviews of the Project will be completed on a specific pre-arranged date. Due to the transitory nature of worksite conditions and personnel, unsafe or insecure conditions or behaviors may occur occasionally or routinely and may be undetected by any given review by Metro Construction Safety Staff or the staff of the Construction Manager. For this reason, the contractor is expected to exercise absolute control over job site conditions and personnel to minimize the potential for injury or property damage.

Metro's Construction Safety Staff and the Resident Engineer will schedule the periodic audits. The Resident Engineer shall in turn notify the contractor's Project Manager of the date and time.

The audit team shall consist of the contractor's Project Manager, contractor's Lead Safety Representative/Safety Representative, Resident Engineer, Metro Safety Manager, and or Metro Safety Representative. The team shall review the contractor's worksite including but not limited to active work areas, project public interface areas, and office, mechanical and or storage areas.

## **6 CALIFORNIA AND UNITED STATES OCCUPATIONAL SAFETY AND HEALTH ACTS**

### **6.1 Purpose and Scope**

The purpose of this section is to ensure that each Contractor is aware of its responsibility for compliance with the California and/or United States Occupational Safety and Health Acts, (the Acts) and to ensure that the contractor has readily available the applicable occupational and construction safety standards. This section applies to Contracts of any dollar value or duration regardless of whether the Contractor establishes a field office or other formal management area or not.

### **6.2 Objectives**

The prevention of injuries and other losses is the primary rationale for the requirement that contractor's comply with these regulations. Contractors shall comply with applicable portions of these Acts as interpreted by Metro.

### **6.3 Procedures**

#### **A. CAL/OSHA AND/OR FED/OSHA**

Under the California Occupational Safety and Health Act (Cal/OSHA), the Department of Industrial Relations has established Safety Orders requiring employers to provide safe and secure working conditions in places of employment in California. The California Code of Regulations, Title 8 - Industrial Relations, contains the Safety Orders for specific industries or activities such as construction or tunneling as well as General Industry Orders which apply to all industries.

Under the Federal Occupational Safety and Health Act (Fed/OSHA), the federal government has established safety standards (Code of Federal Regulations Title 29) for specific industries or activities such as construction or tunneling as well as Standards which apply to all industries.

Contractors shall comply with the recordkeeping requirements of CCR Title 8 in compliance with paragraph 1.5.B of this manual.

Regulations of note to the Contractor include, but are not limited to, the following:

California Code of Regulations, Title 8:

Subchapter 4 - Construction Safety Orders (C.S.O.), §§ 1500 - 1938. These portions of the Cal/OSHA Safety Orders are applicable specifically to construction work. Copies of Subchapter 4 as well as other pertinent portions, or the entire Cal/OSHA Safety Orders may be obtained as indicated in paragraph 6.3.E below. A helpful publication for job supervisors is the "Cal/OSHA Guide for the "Construction Industry" – S-300. S-300 is a digest of basic applicable standards and it is recommended that contractors provide their job supervisors with copies. This document is available electronically from the DOSH website.

Contractors performing work that requires the establishing of Construction Work Zones or other Traffic Controls should be aware that the California Manual of Uniform Traffic Control Devices is incorporated into CCR Title 8 by reference and

shall be treated my Metro as equivalent to any other portion of the Construction Safety Orders.

Subchapter 5 - Electrical Safety Orders (ESO), §§ 2300 - 2974.

Subchapter 7 - General Industry Safety Orders (GISO), §§ 3200 - 6184. Cal/OSHA's Construction Safety Orders are applicable specifically to construction; as such, it does not address the entire spectrum of injury and incident prevention. Cal/OSHA's General Industry Safety Orders (GISO) applies to each employer performing work in California unless specifically superseded by a more specific safety order.

Subchapter 7 - General Industry Safety Orders, § 3203: Injury and Illness Prevention Program (IIPP)/SB198. This addresses the requirements of the written injury and illness prevention program that is required of every employer in the state of California employing more than 10 employees. Each contractor, regardless of the numbers of employees on the project, shall have in place an IIPP that is project and site specific and incorporates each of the specified elements contained in § 3203.

If the specific procedure or hazard is not specifically regulated in the standards discussed in this section, the employer is still charged with the employee's safety and security. Standards for a particular hazard could come from the Manufacturer's Operators Manual, warning labels, ANSI/ISEA standards or other publicly available standards. The employer's failure to discharge its responsibilities to maintain a safe and secure work place is a citable offense.

#### B. FAMILIARIZATION WITH SAFETY STANDARDS

Each contractor must be familiar with the State and/or United States Occupational Safety and Health Acts (Cal/OSHA and/or Fed/OSHA) as they pertain to the contractor's work responsibility.

#### C. REPORTING FATAL/SERIOUS INJURIES AND ILLNESSES

Fatal incidents and/or serious injuries and illnesses shall be reported to Cal/OSHA immediately to a Division of Occupational Safety and Health (DOSH) district office in compliance with CCR 8 § 342. Immediately following notification of Cal/OSHA, the Contractor shall notify the Director, Construction Safety or designee. A serious injury or illness as defined by CCR 8 § 330 "any injury or illness occurring in a place of employment or in connection with any employment which requires inpatient hospitalization for a period in excess of 24 hours for other than medical observation or in which an employee suffers a loss of any member of the body or suffers any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by the commission of a Penal Code violation, except the violation of Section 385 of the Penal Code, or an accident on a public street or highway." Employers must immediately report all blasting incidents to the Mining and Tunneling Unit.

Contractors performing work in or adjacent to a public street or highway shall report any incident within or adjacent to the work zone to Director, Construction Safety or designee regardless of any involvement of Contractor personnel or equipment. In

addition, the Contractor is strongly advised to report any injury that meets the above definition of serious to Cal/OSHA regardless of the location where the injury occurred.

#### D. LABOR AND OTHER POSTER REQUIREMENTS

State and Federal Regulations include requirements for each employer to post in a defined location various labor compliance, safety and health posters. Failure to post these documents is a citable offense under the Act and posting areas will be reviewed by Metro Construction Safety Staff as part of their assessment of the effectiveness of the Contractor's Safety and Security Program.

#### E. ORDERING SAFETY MATERIALS

Copies of the California and/or Federal Occupational Safety and Health Act, Safety Orders/Standards and related information on education and training programs may be secured from various sources both locally and outside the local area including via a wide variety of government and private internet sites. If additional information is required regarding the procurement of required standards or other information, contact the Construction Safety Staff or the local Cal/OSHA or Fed/OSHA District Offices.

#### F. CAL/OSHA PERMIT/REGISTRATION REQUIREMENTS

Contractors shall obtain required permits from the California Division of Occupational Safety and Health and the City and/or County of Los Angeles, or other jurisdictions within which work is being performed, for the following types of construction operations, at a minimum, prior to the start of such operations:

1. Construction of trenches or excavations five feet or deeper into which a person shall be required to descend.
2. The construction of any building, structure, scaffolding or falsework three stories high or the equivalent height.
3. The demolition of any building, structure or the dismantling of scaffolding or falsework more than three stories high or the equivalent height.
4. Operation of diesel engines underground.
5. Prior to doing any asbestos related work register with the California Division of Occupational Safety and Health (Labor Code 6501.5).

#### G. INSPECTIONS BY REGULATORY AGENCIES

Regular and unscheduled inspections of Metro contracts by Cal/OSHA and or Fed/OSHA as well as other regulatory agencies are to be expected by Metro contractors. Due to the fact that Metro expects to be considered a "Controlling Employer" by both OSHA bodies (see CCR Title 8 §§ 336.10 & 336.11) with respect to the multi-employer worksite policies, the following policy and procedure shall be strictly adhered to:

1. Upon notification of an OSHA inspection by a Compliance Officer, the contractor shall notify immediately the RE or Construction Management staff and the

Director, Construction Safety or designee of the inspection request and provide a copy of these requirements to the OSHA Compliance Officer.

2. It is the policy of Metro that no inspection shall begin without the presence of a member of the Construction Safety Staff designated by the Director, Construction Safety.
3. Upon notification, the Director Construction Safety or designee will provide an estimated time of arrival at the site to participate as the Metro representative.
4. The Contractor or RE shall communicate with the Compliance Officer and request the cooperation of the Compliance Officer in scheduling the start of any opening conference or inspection until Metro representative is present. The RE shall further advise the Compliance Officer as to the estimated arrival time for the representative.
5. These requirements are instituted only to insure proper MTA representation during the inspection process and in no way are to be interpreted as an attempt by Metro or any other party to impede or limit the inspection powers of regulatory agencies. Full cooperation with regulatory agencies is a requirement of this contract.
6. At no time shall a contractor, construction manager or any other entity performing work upon a Metro project request or require the obtaining of a warrant by regulatory compliance personnel before allowing access to the worksite.

## **7 INCIDENT INVESTIGATION, REPORTING AND RECORDKEEPING**

### **7.1 Purpose and Scope**

The purpose of this section is to establish thorough requirements and guidelines for the investigation and timely reporting of any illnesses or injuries affecting any person, including third parties which are in any way connected, associated or otherwise the result of Metro Construction activities.

The Contractor's adherence to the following will promote contractor and subcontractor compliance with MTA incident investigation and reporting requirements, and the State of California statutory recordkeeping requirements.

### **7.2 Objectives**

It is the objective of any incident investigation to determine the root cause(s) of the incident and establish corrective actions, policies and or procedures in order to prevent future recurrence(s).

#### **A. INVESTIGATION**

Incidents shall be thoroughly investigated without delay by the contractor. The investigation should generate appropriate recommendations for corrective actions to prevent recurrence of similar incidents. Information gathered during the investigation shall be made available to Metro Construction Safety Department within 24 hours of the incident.

In the event of a serious incident, the contractor shall immediately make an oral report of the preliminary details to Metro in compliance with Section 7.3.C, Telephone Reports, of this document. A serious incident is defined as those injuries to project staff (at any level) or the public that are immediately life threatening, require hospitalization (including admission for observation) and or those injuries that result in time away from work or duty restrictions as prescribed by a physician. Any injury to a member of the public shall be considered serious and reported to the Director, Construction Safety or designee. Serious incidents also include property damage equal to or in excess of \$1,000, regardless of the owner of the property.

Serious incidents may be directly investigated by Metro Construction Safety Staff. Contract or Project employees regardless of tier, shall make themselves available to Metro for interviews regarding the incident under investigation. Depending upon the circumstances and severity of the incident, Contractor employees may be requested to remain at the Project Location beyond their normal shift hours in order to complete the interviews in a timely and appropriate manner. The contractor shall also preserve the incident scene in an undisturbed condition until advised by Metro that the area may be cleaned or otherwise disturbed and work may continue. Compliance with this procedure including the payment of overtime wages to effected employees, as determined by the Director, Construction Safety or designee shall be considered within the original scope of this Contract and shall not delay the schedule for performance of Work by the Contractor nor shall it be relied upon to form the basis of any claim.



The contractor shall provide employee, witness or other personal contact information to Metro immediately upon request and without prior notice with regard to the incident investigation.

## **B. ANALYSIS AND CORRECTIVE ACTION**

Corrective action can only be taken when specific factors of an incident have been accurately developed and the resulting recommendations have been disseminated to responsible persons.

In preparing written reports of an incident, statements and comments should be confined to facts.

The contractor's incident report, project records, progress reports and daily time reports may become important evidentiary material in any ensuing legal action. Accordingly, for the date on which an incident has occurred, it is important to be specific and accurate in describing work being performed, crew and equipment being utilized, and their exact location.

## **C. RECORDKEEPING**

Complete records are necessary incident prevention tools. In addition, specific records are required by Cal/OSHA and/or Fed/OSHA and may become part of an evidentiary record. Failure to maintain these records is a citable offense. Appendix B of this document sets forth Metro recordkeeping requirements which incorporate Cal/OSHA and/or Fed/OSHA guidelines.

## **7.3 Procedures**

### **A. INVESTIGATIONS AND REPORTS**

#### **1. General Requirements**

Exhibits 7-1 and 7-2 contain administrative instructions and report forms to be used by contractors and subcontractors for the following required reports:

- a. Supervisor's Incident Investigation Report, CS-52 (Exhibit 7-1)
- b. The Monthly Injury Summary & Work Hour Report,

#### **2. Supervisor's Incident Investigation Report, CS-52 (Exhibit 7-1)**

- a. This form, or an approved Contractor's equivalent, shall be submitted to Metro within 24 hours of the incident by the contractor for each incident involving any of the following:
  - i) Injury to an employee of the contractor or any subcontractor.
  - ii) Any injury to persons not directly connected with the project (including all alleged injuries reported by a member of the general public).
  - iii) Incidents resulting in damage to public, private or commercial property (including all alleged property damages).
  - iv) "Near Miss" Incidents - any incident which could have involved any of the above.

- b. Initial submittals shall be made within twenty-four hours of the incident. A complete supplemental report including written statements, sketches, photographs and any other pertinent facts shall be submitted within seven calendar days of the incident.
  - c. This form shall be prepared by the contractor and distributed in accordance with Appendix A, Summary of Construction Safety Reports.
3. The Monthly Injury Summary and Work Hour Report

The Monthly Injury Summary, CS-53 (Exhibit 7-2) shall be prepared in strict compliance with Metro Recordkeeping Policy for Occupational Injuries and Illnesses, Appendix B. The Contractor shall utilize the most recent version of for CS-53 or a Microsoft ® Excel ® compatible data file supplied by the Director, Construction Safety or designee.

## B. PHOTOGRAPHS

Photographs shall be taken in conjunction with investigations of all incidents involving serious personal injury, all non-project personnel injuries, substantial property damage (including motor vehicle), equipment or material failure, and all incidents that may, even remotely, involve third party action.

Photographs shall be sufficient in number to adequately reflect the general area as well as pertinent details from a variety of angles. Photographs should be taken as soon as possible following the incident.

Identify each print on its reverse as follows: name of injured (if equipment damage, type; if property damage, location); date of incident; photographer's name, and time photographs taken (date if different from occurrence); direction facing, and brief description of photo.

Documentary photographs shall utilize 35mm color print film or electronic media. The use of photographic equipment capable of imprinting the date upon the negative or electronic image is highly recommended. Developed negatives shall be maintained in file by the contractor or Construction Manager for review by Metro without prior notice. Digital photographs shall be taken utilizing recently manufactured equipment which codes date/time and other data into the image in a manner that cannot be edited. All images taken, regardless of photographic quality or clarity, shall be immediately downloaded from the camera and copied to permanent optical media. The original of this media shall be kept in file by the Contractor. Copies of this media shall be made available to Metro for review or duplication by Metro without prior notice.

In the event of the most serious incidents, additional documentary information may be recorded by the contractor and or Construction Manager utilizing video recording equipment. Video recordings should begin with the time and date recorded directly onto the sequence by the camera's internal mechanism as well as verbally by the camera operator. A duplicate copy of such a recording shall be submitted to the Director, Construction Safety or designee.

### C. TELEPHONE REPORTS

Should a serious incident occur, it shall be reported immediately by phone to the Resident Engineer and Director, Construction Safety or designee and others as indicated in the Contractor's Approved Emergency Action Plan. The Resident Engineer shall notify others as outlined in the Metro Emergency Reporting Procedure specific to each project.

The use of electronic mail from portable hand held devices in lieu of a voice telephone call shall be considered a compliant method of notification with regard to Telephone Reports.

**EXHIBIT 7-1 (front)**

SUPERVISOR'S INCIDENT INVESTIGATION REPORT	
CONTRACTOR: _____	
INCIDENT DATE: _____ TIME: _____ CONTRACT NO: _____	
INCIDENT LOCATION (SPECIFIC): _____	
WHAT HAPPENED? (Describe operation, activity, condition and how injury or loss occurred. Use separate sheet and diagram if necessary.): _____ _____ _____	
PRIMARY CAUSE (Condition or act that caused the injury or loss.): _____ _____	
Recommended correction action: _____ _____	
Equipment involved #: _____ Employee involved: _____	
Employee Injury (Describe): _____ _____ Medical referral?: _____	
Company Property Damage or Loss (Describe): _____ _____	
Property, Damage or Injury to Others (Describe): _____ _____	
Owner/Injured (Name, address, phone): _____ _____	
Witnesses (Name, address, phone): _____ _____	
Police Report?: _____ Agency: _____ Photos?: _____ Taken by: _____	
Foreman/Supervisor: _____ Date: _____	
Contractor Project Manager/Supt. Approval: _____ Date: _____	

FORM NO. CS-52 (front)

# **EXHIBIT 7-1(back)** **SUPERVISOR'S INCIDENT INVESTIGATION REPORT** **INSTRUCTIONS**

This form is a guideline only. For serious or significant incidents, additional pages and detailed facts, analysis and conclusions must be provided.

Complete investigation of any incident, whether or not injury or damage is involved, is a vital part of an effective prevention program. The investigation is not complete until the causes and proper corrective actions are determined.

The investigation and this report must be completed by you immediately after any incident relating to your job which involves:

- Personal injury to any of our employees or any other persons.
- Damage or loss to company property, materials or equipment
- Damage or loss to property of others
- "Near misses" - which could have involved any of the above

If property damage or personal injury to others is involved, do not assume any responsibility or obligate the company or MTA in any way. Do not sign anything for anyone except your employer's Safety Representative. You should politely refer any question to your office manager.

In your investigation and preparation of this report give extra attention to the following areas:

## **WHAT HAPPENED?**

- (a) This does not mean list the injuries or damages that resulted. It means explain the events, in detail, which led to the injuries or damages.
- (b) Describe the work or activity involved, the conditions and what the people involved were doing.
- (c) Describe the tools, equipment or materials involved, their condition and how they were involved.
- (d) Describe the specific event or occurrence which resulted in the injury, damage or loss.
- (e) If more space is needed or if a diagram will help your description, attach another sheet.

**CAUSES:** Primary and Secondary - See Common Causes of Incidents below

**CORRECTIVE ACTIONS:** Primary and Secondary

**LOCATION:** Specific place on job-site (street and city when applicable).

**PROPERTY DAMAGE OR INJURY TO OTHERS:** Describe the property, extent of damage or nature of injury. If vehicle is involved, show year and model.

DESCRIBE PRACTICES OF EMPLOYEE	UNSAFE EQUIPMENT OR MATERIALS	UNSAFE CONDITIONS
Safety equipment provided but not used.	Ineffectively guarded equipment.	Poor light.
Personal protective equipment provided but not used.	Unguarded equipment.	Poor ventilation.
Improper or unsafe tool or equipment used.	Defective materials.	Congested area.
Horseplay or practical jokes.	Defective tools.	Improper storage of materials.
Instructions or rules disregarded	Defective equipment (not motor vehicles).	Exits or emergency escapes inadequate or not provided.
Inattention.	Defective motor vehicle equipment.	Faulty layout of plant or facilities
Inexperience.	Improper type or poor design.	Unsafe conditions caused by another contractor or a customer.
Physical condition of employee.	Unsafe equipment or material of another contractor or a customer.	Tools or equipment improperly stored.
Improper method of doing work.		Poor housekeeping.
Action of another person.		
Improper clothing.		

File original for company records, and submit a copy to the Resident Engineer and MTA Construction Safety.

Retain copy for your records. Use a Medical Referral slip for any injured employee who goes to a Doctor.

Keep your office advised.

FORM NO. CS-52 (back)

### EXHIBIT 7-2a (front)

<b>MONTHLY INJURY SUMMARY &amp; WORK HOUR REPORT</b> <b>Metro Construction Safety Form CS-53</b>						Contract No: _____ Contractor: _____ Reporting Period: _____			
This form must be submitted to the Construction Safety Department no later than the 10th of each month.  Directions: Enter the requested information of the prime contractor and each subcontractor for the reporting period. Report any work related injury including those classified as first-aid. Report number of recordable medical cases that had lost or restricted work days and number of days. Carry over days are for a previously recorded case where the worker is still off in this reporting period.									
	TOTAL HOURS WORKED	TOTAL CASES	TOTAL LWD CASES <sup>1</sup>	LWD LD ONLY <sup>2</sup>	LWD RESTR ONLY <sup>3</sup>	TOTAL DAYS AWAY <sup>4</sup>	TOTAL RESTR DAYS <sup>5</sup>	CARRY OVER LD <sup>6</sup>	CARRY OVER RD <sup>7</sup>
PRIME CONTRACTOR									
IDENTIFY ALL SUBCONTRACTORS WORKING ON THE CONTRACT BELOW. DO NOT LIST VENDORS.									
TOTAL (ADD COLUMNS)									
<b>RECORDABLE INJURIES :</b> <b>INFORMATION BELOW MUST EQUAL CASES REPORTED ABOVE</b>									
NAME	CRAFT	TYPE INJURY	DISPOSITION	DAYS OFF	CONTRACTOR				

<sup>1</sup> Include cases with Lost Days, Days of Restricted Duty or both

<sup>2</sup> Include cases with Lost Days ONLY.

<sup>3</sup> Include cases with Days of Restricted Duty ONLY

<sup>4</sup> Count only Days Away from work for injuries occurring in this reporting period (calendar month).

<sup>5</sup> Count only Days of Restricted Duty for injuries occurring in this reporting period (calendar month).

<sup>6</sup> Count only Days Away from work for injuries which occurred prior to this reporting period.

<sup>7</sup> Count only Days of Restricted Duty for injuries which occurred prior to this reporting period.

## **EXHIBIT 7-2b (back)**

### **MONTHLY INJURY SUMMARY AND WORK HOUR REPORT (Form CS-53)**

1. This form shall be prepared in strict compliance with the Metro Recordkeeping Policy for Occupational Injuries and Illnesses as shown in Appendix B.
2. This form shall be submitted monthly by the contractor to reflect the monthly injury experience of the contractor and each subcontractor.
3. This report shall be submitted monthly no later than the tenth day of each month and shall be signed by the prime contractor's project manager.
4. This form is available in an electronic format (Microsoft Excel). Completing the form in this format is highly recommended.

These report forms do not relieve the contractor from completing the Employers Report of Occupational Injury or Illness and the Cal/OSHA or Fed/OSHA Form 300.

## **8 REQUIREMENTS AND GUIDELINES FOR SUBMITTALS**

### **8.1 Purpose and Scope**

The purpose of this section is to provide the Contractor with information regarding the various safety and security submittals required by the Contract Sections listed below. While this section is not intended to be a detailed “How to” guide, it will provide Contractors with minimum requirements, general information and guidance to assist in the preparation of these submittals.

The sections where the requirements for these submittals can be found are:

- Worksite Safety Requirements Technical Specification
- Worksite Security Requirements Technical Specification
- Safety’s 1<sup>st</sup> Safety Incentive Program (applies to Major Capital Projects only)
- Construction Safety & Security Manual

### **8.2 Objectives**

It is the objective of any submittal to provide Metro with specific information regarding the Contractors Safety and Security Program and how that Program is being implemented in the field. In addition, completed and approved submittals are in many cases a document that can then be used as a tool in the field to insure compliance with the Contractors Safety and Security Program and in so doing insure compliance with Metro’s Construction Safety and Security Program.

Contractors are strongly encouraged to use an Over the Shoulder Commenting Process when developing the submittals listed below to facilitate the submittal/approval process. An Over the Shoulder Commenting Process involves the Contractor providing Metro staff with a Pre-Final or Final copy of the proposed submittal package for review, comment and comment resolution. Effective use of this type of program will improve not only the return time of packages once officially submitted for Metro review, but will also reduce both the number of comments returned as well as the potential that a submittal is rejected and must be revised and resubmitted.

### **8.3 Procedures**

#### **A. Worksite Safety Requirements Technical Specification (Typically Section 01 53 23)**

The following four Submittals Requirements (1,2,3,4) are listed as required for every Metro Contract prior to beginning construction work:

1. Worksite Specific Injury and Illness Prevention Program (IIPP)(01 53 23; 1.05.D.1).
  - A. Minimum Requirements: (Although included in one Contract paragraph, compliance with this section requires for separate stand alone submittals.)
    - Site Specific IIPP which complies with CCR Title 8, Section 3203 (one submittal)
    - Site Specific Emergency Action Plan (one submittal)
    - Contractor’s New Employee Training and Orientation Program (one submittal)



- Site Specific Code of Safe Work Practices which complies with CCR Title 8, Section 1509 and or 8406. (one submittal)

B. General Information and Guidance:

The rationale for breaking these requirements into four separate submittals is two-fold: first this allows the Contractor to submit for review each section as it becomes ready rather than needing to wait for one section when one or more of the others is prepared. In addition, if there is a need to reject one of the submittals for one reason or another, having four separate submittals allows Metro to approve one part even while another is being rejected for revision.

The first submittal must be an Injury and Illness Prevention Program (IIPP) that has been tailored to the specific Project and Site for the Contract with Metro. Use of the Contractor's corporate IIPP as a starting point is acceptable, but this document must be modified to reflect the unique hazards and conditions presented by the specific work required under the Contract. The primary criteria for this submittal is that the IIPP submitted clearly fulfills the seven requirements found in CCR Title 8 § 3203.

The next submittal is a site specific Emergency Action Plan. This submittal should include the contractor's plans for various foreseeable emergencies including Contact Personnel and means of contact.

The third submittal must be the Contractor's New Employee Training and Orientation Program, which when approved will be presented to each employee who is new to the Project (even if they are not new to the Contractor's employ.) This Program should include a review of site specific rules, hazards, control methods as well as a review of the Emergency Action Plan.

The fourth submittal is a copy of the Contractor's Code of Safe Work Practices. This document is required by CCR Title 8 § 1509 (Construction Safety Orders) and § 8406 (Tunnel Safety Orders). The initial submittal may be the Contractor's Corporate Code of Safe Work Practices; however, a site specific version must be submitted once actual construction work has begun if requested by the Director, Construction Safety or designee.

2. Staffing Plan (1.05.D.2)

A. Minimum Requirements:

- Resume and credentials which meet the requirements of 01 35 23 Worksite Safety Requirements section as described in paragraph 3.01.F and or 3.01.H.
- Description of the work schedule for each person nominated in compliance with 01 35 23, 3.01.F or 3.01.H. The schedule shall comply with the requirements found in 01 35 23, 3.01.A through 3.01.C.

B. General Information and Guidance:

The Worksite Safety Requirements Technical Specification require the contractor to employ a Lead Safety Representative for the Day Shift and additional Safety Representatives as needed to properly monitor the Contractor's Safety and Security Program. The Contractor is responsible to provide Metro not only with a submittal of the individuals nominated to hold these positions (see item 4 below), but also a schedule of their work hours and days of work. This submittal must be resubmitted any time there is a change in the information

### 3. Job Hazard Analyses (JHA) Master List (1.05.D.3)

#### A. Minimum Requirements:

- A list of the expected tasks or operations which will require Job Hazard Analyses to be developed.

#### B. General Information and Guidance:

This submittal is to be a master listing of the task specific job hazard analyses (JHA) the contractor expects to complete during the prosecution of the work. This listing may be a combination of pre-written JHA's the Contractor already has in place as well as new tasks that will require a new JHA. This list is not expected to be all encompassing or complete, it is however, expected to be a well thought out starting point for the Contractors development of JHA's.

### 4. Qualified or Competent Persons (1.05.D.4)

#### A. Minimum Requirements:

- The name(s) and qualifications of individuals designated by the Contractor as Qualified Competent Persons and the activities to which the designation applies.
- Qualified Crane Operators are to be submitted under this Section. Crane Operator submittals shall contain only the following information: Operators name, employer and a readable photocopy of the individual's Operators Certification Card (both sides).

#### B. General Information and Guidance:

Over one hundred sections of the Cal-OSHA regulations require a "Qualified Person" to perform or supervise the task. CCR § 3207 (General Industry Safety Orders), § 1504 (Construction Safety Orders) and § 8405 (Tunnel Safety Orders) each use the following language:

"Qualified Person, Attendant or Operator": A person designated by the employer who by reason of his training and experience has demonstrated his ability to safely perform his duties and, where required, is properly licensed in accordance with federal, state, or local laws and regulations."

It is the responsibility of the Contractor to determine who meets this definition for required operations or tasks. This submittal should contain the following information:

- Task or operation the individuals are qualified to oversee/perform
- Names of the Qualified Person(s)
- Employer of the Qualified Person(s) (if different from the Contractor)
- Rationale for Qualification including copies of appropriate certification, license or other identification.

This submittal is to be resubmitted whenever there is a change to the submitted list.

The following Submittals (5 through 15) are listed as required as needed for every Metro Contract prior to performing work activities related to or covered by the submittal:

5. Fall Protection Program (1.05.D.5)

A. Minimum Requirements:

- The Fall Protection Program shall be site specific and include details of procedures, equipment and training to prevent falls during the Contractor's Work.

B. General Information and Guidance:

The Worksite Safety Requirements of the Contract require the contractor to prevent employees from being exposed to an unprotected fall hazard of six feet (6') or greater. This requirement applies to any work being done by the contractor's employees or any tier subcontractor employees as part of the Work. The Fall Protection Program shall be submitted and accepted prior to any Work covered by the program. The program is to be revised and resubmitted as conditions warrant.

This program shall be established and implemented to ensure that the Contractor's and subcontractor's workers, exposed to a vertical fall of six (6) feet or more to another level, are properly protected. This program shall provide protection from hazards such as, but not be limited to: skylights (at any angle), floor and wall openings, leading edges, and steel erection. Methods of protection shall include, but not be limited to: fixed systems (guardrails, covers, nets, etc.), personal fall arrest systems and job specific fall protection plans. A key provision of this program shall be that no employee shall work in an unprotected manner while exposed to a vertical fall of six (6) feet or greater.

The size, complexity and detail of this program will vary from Contract to Contract depending upon the Scope of Work. Over The Shoulder reviews with Metro's Construction Safety Staff prior to completing and submitting the program will significantly help the contractor submit a program which can be approved by Metro.

6. Hazardous Waste Operations and Emergency Response (1.05.D.6)

A. Minimum Requirements:

- Listing of qualified personnel with documentation of required training and experience.
- Site Specific Health and Safety Plan (if not submitted as required by another Contract Section other than 01 35 23 – Worksite Safety Requirements).

B. General Information and Guidance:

Submit a list of Hazardous Waste Operations (Hazwoper) qualified personnel at least 15 days before commencing any excavation or other activity which exposes employees to known hazardous wastes or involves the clean up and removal of known hazardous wastes. Update at monthly intervals during ongoing hazardous waste operations. Include, for each individual, the date of certification and sufficient evidence of training and medical screening to conform to appropriate laws, regulations and the requirements of this Contract.

This submittal is in regards to the training required by CCR Title 8, Section 5192, Hazardous Waste Operations and Emergency Response (Hazwoper), with respect to the handling of hazardous or contaminated wastes and the mandated specialty training and health screening.

Unless required by another section of this contract, also submit as part of this requirement the written site specific Hazwoper Health and Safety Plan for the planned work. Plan to be revised and resubmitted as conditions warrant.

#### 7. Excavation Action Plans (1.05.D.7)

##### A. Minimum Requirements:

- An Excavation Action Plan (similar to a Construction Work Plan) for the designated excavation activity. The plan should not only explain the expected steps and ground support systems(s) to be used, but also explain any contingencies to be used in the event the excavation activities are not able to be conducted as planned.

##### B. General Information and Guidance:

Excavation Action Plans are required to be submitted for any excavation activities for which a protective system is required by CCR Title 8 Section 1541.1(a). A Protective System is defined as “A method of protecting employees from cave-ins, from material that could fall or roll from an excavation face or into an excavation, or from the collapse of adjacent structures. Protective systems include support systems, sloping and benching systems, shield systems, and other systems that provide the necessary protection”.

Include drawings for any ground support system to be used during the excavation activity. Include the slopes and configurations of sloping or benching systems. Also include the general Construction Work Plan for the excavation as well as the Contractor’s Contingency Plan should the soils encountered not meet the engineering requirements for the chosen support system.

Excavation Action Plan submittals shall be submitted at least 15 days prior to the planned Work. Compliance with this provision and any stoppage of Work resulting from compliance with this provision shall be considered within the original scope of this Contract and shall not delay the schedule nor shall it be relied upon to form the basis of a claim for delay for performance of Work by the Contractor.

#### 8. Crane Certifications (1.05.D.8)

##### A. Minimum Requirements:

- Submit the current Annual and Quadrennial Certification forms for each crane to be used on the Project at least 15 days prior to the equipment arriving on site.

##### B. General Information and Guidance:

Provide annual and four year certifications for any cranes operated on the Worksite by the Contractor and or subcontractors of any tier. Resubmit as required on multi-year projects or if the crane is recertified during the prosecution of the Work.

Re-certification is required for any crane subjected to any upset, overloading, side pulling, shock loading or support failure, prior to any further use of the equipment on the Worksite.

Crane information shall be submitted prior to the crane arriving on the Work Site for any equipment owned by the Contractor or Subcontractor of any tier.

EXCEPTION 1 – The Prime Contractor is responsible for procuring and submitting certification documents for rental cranes in the same manner and time frame as owned equipment. However, if the rental company changes the assigned equipment without prior notification to the renting Contractor, the certification paperwork may be submitted at the time the crane arrives on site ONLY AFTER field verification by Metro Construction Safety Staff.

EXCEPTION 2 – Knuckle Boom and or Stinger type cranes fixed to flat bed trucks owned and operated by vendors making irregular deliveries to the Work Site need not be submitted. This exception also applies to the Operators of this equipment. This equipment is subject to field verification by Construction Safety Staff.

EXCEPTION 3 – Crane equipment used in Pile Driving operations are held to a different annual inspection standard than cranes in use for material handling. These cranes require an annual inspection that is equivalent to and recorded as a Quadrennial Inspection. Therefore, only the most recent Quadrennial Inspection Report need be submitted for these cranes.

#### 9. Critical Lift Plans (1.05.D.9)

##### A. Minimum Requirements:

- A complete lift plan for the specific lift. Plan shall contain the elements list below:

##### B. General Information and Guidance:

Critical Lift Plans - Before making a Critical Lift, a Critical Lift Plan shall be prepared by the crane operator, lift supervisor, rigger. The plan shall be reviewed and signed by all contractor personnel involved in the lift. The signed plan shall be submitted for acceptance by Metro. The lift shall not be under taken until the Contractor has received the Accepted Submittal from to Metro.

Critical Lift: A Critical Lift is defined as a crane lift requiring detailed planning and additional or unusual safety precautions. Critical lifts include, but are not limited to:

- lifts made with more than one crane;
- hoisting of personnel with a crane;
- a lift which will meet or exceed 80% of the rated capacity of the specific crane as indicated on the Manufacturer's Load Charts or Tables;
- lifts which the load will be lifted, swung, or placed out of the operator's view;
- a lift which by its nature is unusual and not regularly (at least monthly) completed by the lifting crew (Crane operator, oiler & or riggers);
- Any lift deemed Critical by Metro.

The Critical Lift Plan shall include, at minimum, the following elements:

The exact size and weight of the load to be lifted and all crane and rigging components which add to the weight.

The manufacturer's maximum load limits for the entire range of the lift, as listed in the load charts, shall also be specified.

The plan shall specify the lift geometry and procedures, including the crane position, height of the lift, the load radius, and the boom length and angle, for the entire range of the lift.

The plan shall designate the crane operator, lift supervisor and rigger and state their qualifications.

The plan will include a rigging plan that shows the lift points and describes rigging procedures and hardware requirements.

The plan will describe the ground conditions, outrigger requirements, and if necessary, the design of mats, necessary to achieve a level, stable foundation of sufficient bearing capacity for the lift.

The plan will list environmental conditions under which the lift operations are to be stopped.

The plan will specify coordination and communication requirements for the lift.

The plan will include any traffic control requirements including a schedule of lane takes and releases.

Strict compliance with this paragraph as determined by Metro or its designee shall be considered within the original scope of this Contract and shall not delay the schedule for performance of Work by the Contractor nor shall it be relied upon to form the basis of a claim for delay. Compliance with determinations by Metro or its designee shall not relieve the Contractor from other obligations imposed by law or regulation nor serve as the basis of request for change to increase the cost of the Work.

#### 10. Qualified Riggers and Signalers (1.05.D.10)

##### A. Minimum Requirements:

- A list of personnel designated by their employer as trained and qualified as either a Crane Load Rigger or Crane Signaler or both.

##### B. General Information and Guidance:

The submittal shall include a description of each candidates training, experience and qualifications. Training may be from in-house or outside training sources. This list shall be re-submitted by the contractor upon any changes in the personnel submitted.

#### 11. Energy Isolation Program (Lock Out, Tag Out) (1.05.D.11)

##### A. Minimum Requirements:

- Submit a site specific written program in compliance with the requirements of CCR, Title 8, § 3314 - The Control of Hazardous Energy for the Cleaning, Repairing, Servicing, Setting-Up, and Adjusting Operations of Prime Movers, Machinery and Equipment, Including Lockout/Tagout.

B. General Information and Guidance:

Include details of procedures, equipment and training. This program shall be established and implemented to ensure that the Contractor's and Sub-contractor's workers exposed to sources of stored energy are properly protected. This program shall provide protection from hazards such as, but not limited to: electrical, hydraulic, gravitational and compressed air or gas. The Energy Isolation Program shall be submitted and accepted prior to any Work covered by the plan.

12. Written Compressed Air Safety Program (1.05.D.12)

A. Minimum Requirements:

- Submit a site specific written program in compliance with the requirements of CCR, Title 8, Article 154 (§§6070 – 6120)

B. General Information and Guidance:

Employees working in a compressed air environment encounter specific and unusual hazards. The minimum requirements for the control of these hazards are found in CCR Title 8, Article 154 – Pressurized Worksite Operations. While this section of the CCR does not have a specific requirement for a written program when conducting Pressurized Worksite Operations, the requirements of §3203 and the Injury and Illness Prevention Program provide an umbrella of responsibility for the drafting of a written program.

Compressed air operation shall not be commenced by the Contractor prior to the approval of the written program and Qualified Persons.

Consult and retain one or more physicians licensed in the State of California familiar with and experienced in the medical aspects of compressed air work. Submit this information as a Qualified Person in compliance with 8.3.A.4 above.

13. Written Track Maintenance Plan (Tunnel Construction) (1.05.D.13)

A. Minimum Requirements:

- Submit a site specific program for the maintenance of the construction haulage rail system. The program shall ensure compliance with the manufacturer's recommendations and provide for the maintenance of the rails in a safe operating condition.

B. General Information and Guidance:

Written Track Maintenance Plan (Tunnel Construction) to be revised and resubmitted as conditions warrant as determined by the Authority.

This plan should be based upon the recommendations of the manufacturer and should include both maintenance and inspection procedures and documentation to insure the rail system is kept in a safe operating condition.

#### 14. Confined Space/Underground Emergency Response Team Program (1.05.D.14)

##### A. Minimum Requirements:

- Site specific written Plan and Program for Emergency Response into either Confined Spaces or Underground Construction areas (or both).

##### B. General Information and Guidance:

This submittal should include training procedures, equipment lists, equipment maintenance and inspection plan for The Confined Space/Underground Emergency Response Team for confined space and/or underground emergency entry and rescue as determined by the Authority.

The Confined Space/Underground Emergency Response Training shall be coordinated with the Los Angeles Fire Department or the Authority Having Jurisdiction to ensure that rescue personnel are familiar with the confined spaces/tunnels during construction.

The Plan should describe training provided to employees of various responsibilities including notification procedures, first response duties, response protocols and other aspects of a Confined Space/Underground Emergency Response.

#### 15. Injury and incident Reports (1.05.D.15)

##### A. Minimum Requirements:

- Monthly report submitted to Metro which reports work hours, injuries and other injury related data. These reports are to be submitted using an Excel spread sheet provided to the Contractor by Metro.
- Incident specific reports for any incident meeting the definition of *incident* below.

##### B. General Information and Guidance:

As part of Metro's responsibility to monitor site safety and security, the Contractor is required to communicate certain information to Metro on both a regular and an as needed basis. The contractor shall report to Metro immediately upon becoming aware of an incident, injury, or illness involving an employee of the project (including Metro or third party staff) or a member of the public.

By the 10<sup>th</sup> calendar day of each month of the contract, the contractor shall submit for review and record incident, injury, work hour statistics on the form provided by Metro. See Appendix B for additional definitions and information.

For the purposes of these reports the following definitions shall apply:

- i. *First Aid* means the following:



- a. Using a non-prescription medication at nonprescription strength (for medications available in both prescription and non-prescription form, a recommendation by a physician or other licensed health care professional to use a non-prescription medication at prescription strength is considered medical treatment);
  - b. Administering tetanus immunizations (other immunizations, such as Hepatitis B vaccine or rabies vaccine, are considered medical treatment);
  - c. Cleaning, flushing or soaking wounds on the surface of the skin;
  - d. Using wound coverings such as bandages, Band-Aids™, gauze pads, etc.; or using butterfly bandages or Steri-Strips™ (other wound closing devices such as sutures, staples, etc., are considered medical treatment);
  - e. Using hot or cold therapy;
  - f. Using any non-rigid means of support, such as elastic bandages, wraps, non-rigid back belts, etc. (devices with rigid stays or other systems designed to immobilize parts of the body are considered medical treatment for recordkeeping purposes);
  - g. Using temporary immobilization devices while transporting an accident victim (e.g., splints, slings, neck collars, back boards, etc.).
  - h. Drilling of a fingernail or toenail to relieve pressure, or draining fluid from a blister;
  - i. Using eye patches;
  - j. Removing foreign bodies from the eye using only irrigation or a cotton swab;
  - k. Removing splinters or foreign material from areas other than the eye by irrigation, tweezers, cotton swabs or other simple means;
  - l. Using finger guards;
  - m. Using massages (physical therapy or chiropractic treatment are considered medical treatment for recordkeeping purposes); or
  - n. Drinking fluids for relief of heat stress.
- ii. *Incident:* Any occurrence resulting in (a) an Occupational Injury, (b) an Occupational Illness, (c) Personal Injury to a third party (defined as any person not employed by the Contractor or Metro) (d) property damage to any property, real or other, estimated at \$1,000.00 or more or (e) theft of or intentional damage to any property, real or other, estimated at \$1,000.00 or more.
  - iii. *Lost workday cases* are those which involve days away from work, **or** days of restricted work activity, **or both**.

- iv. *Lost workday cases involving days away from work* are those which result in days away from work (not counting the day of injury or onset of illness), or a combination of days away from work and days of restricted work activity.
- v. *Lost workday cases involving restricted work activity* are those which result only in restricted work activity, defined as follows: The employee was assigned to another job on a temporary basis; **or** The employee worked at a permanent job less than full time; **or** The employee worked at a permanently assigned job but could not perform all duties normally connected with it.
- vi. *Nonfatal recordable injuries and illnesses are:* 1. Nonfatal occupational illnesses; or 2. Nonfatal occupational injuries which involve one or more of the following: Lost work time, loss of consciousness, restriction of work or motion, transfer to another job, or medical treatment other than first aid.
- vii. *Occupational injury* is any injury such as a cut, fracture, sprain, amputation, etc., which results from a work-related event or from a single instantaneous exposure in the work environment. The level of care provided is not relevant to the definition.
- viii. *Occupational illness* is any abnormal condition or disorder, other than one resulting from an occupational injury, caused by exposure to factors associated with employment. It includes acute and chronic illnesses or diseases which may be caused by inhalation, absorption, ingestion, or direct contact.

#### 16. Materials Hazards Communication Program (CSSM 8.3.A.16)

##### C. Minimum Requirements:

- Submit a plan for the coordination and exchange of Material Safety Data Sheets (MSDS) for products used as part of this work.

##### D. General Information and Guidance:

As part of Metro's responsibility to provide material safety information to its employees, consultants and contractors, the Contractor must provide Metro with information regarding the location and mode of storage of Material Safety Data Sheets for chemicals the contractor will introduce to the Work Site. This submittal, beyond providing Metro with the information it requires from the Contractor also triggers a response from Metro which will include information on the Metro material Hazard Communication Program and the location of and access to Material Safety Data Sheets for chemicals used at Metro Facilities.

#### B. Worksite Security Requirements Technical Specification (Typically Section 01 53 35)

The following Submittal is listed as required for every Metro Contract prior to beginning construction work:

##### 1. Worksite Specific Security Plan (1.05.D.1).

##### A. Minimum Requirements:

- A site specific security plan which outlines the various security measures the contractor will be taking to secure the Project.

B. General Information and Guidance:

The Submitted Program shall address both active and passive security measures to be implemented by the Contractor and shall include, but is not limited to the following.

- a. Security Guard Service – The contract may require or the contractor may elect to employ a security guard service. This section of the plan should review the requirements for that service, work hours, posts, roving responsibilities and routes, etc.
- b. Lighting / illumination – Providing and maintaining adequate lighting throughout each area of the Worksite including but not limited to staging, lay-down areas and employee parking lots is an important aspect of a Security Plan. This section should include minimum lighting levels to be maintained, inspection and maintenance provisions and lighting plans for applicable areas of the Project.
- c. Office Security – Project office facilities directly supporting the Work require physical security to prevent entry, alarm systems to deter burglars and alert occupants as well as other measure to ensure the security of staff in these facilities.
- d. Physicals barriers – Physical barriers are the first line of security for many Project areas. Fences and other barriers need to be planed and design to be in compliance with contract specifications as well as providing the desired security.
- e. Project warning signage – Posting warning signage is another way the Contractor secures the Project and provides information to workers and the public regarding areas of restricted or authorized access only. Plot plans of Project areas should indicate not only lighting and physical barriers but also expected signage.

The initial submittal for this requirement is to be a preliminary Plan that includes plot plans for the initial yards, storage area, trailer camps and office buildings that will support the Project. As additional areas are added to, or other changes are made to the Project site, the Plan shall be updated and resubmitted.

C. Safety's 1<sup>st</sup> Safety Incentive Program (applies to Major Capital Projects only)

The following Submittal is listed as required for every Metro Contract prior to beginning construction work:

1. Safety's 1<sup>st</sup> Safety Incentive Program (1.05.D.1).

A. Minimum Requirements:

- First Submittal – written program plan which complies with the requirements of the Contract Section that contains the Safety's First Incentive Program details and requirements.
- Subsequent Submittals – for each item to be purchased by the contractor for distribution, the contractor must provide a proof of the layout of the logo's and text for approval prior to actually ordering the merchandise. Listing of Eligible Employees may also be requested to be submitted by the Director, Construction Safety or designee.

B. General Information and Guidance:

Incentive programs can create a positive consequence that rewards desired behaviors. This assists the employer in modifying the behaviors of employees from undesirable behaviors and outcomes to desirable behaviors and outcomes. Metro recognizes that the behaviors of every person on the Project, regardless of station or duties, have an equal potential impact on overall Project safety and security. Therefore, this program is intended to equally reward all employees of the Contractors team regardless of subcontracting tier or position.

Due to the administrative and other requirements for Metro when a Program of this type is sponsored, only larger Capital Construction Contracts are eligible to have this program included in the Contract. When this Program is included in a package, information regarding the value of the Program is found in the Special Provision titled – SAFETY’S FIRST INCENTIVE PROGRAM.

Details regarding the submittal and other requirements for this Program are found in Section 4.3.G of this Manual. The submitted Plan must fulfill those requirements while documenting the fair and equitable distribution of incentive awards.

#### D. Construction Safety and Security Manual

The following Submittals are listed as required for every Metro Contract prior to the contractor being able to participate in the Alternate Safety Coverage Program:

##### 1. Alternate Safety Coverage Policy – Candidate Roster (2.4.A.2).

###### A. Minimum Requirements:

- First Submittal – List of nominated candidates and their qualifications.
- Subsequent Submittals – Changes to the approved DSR listing (either new candidates for approval or deletions from the approved list).

###### B. General Information and Guidance:

The first submittal for this requirement is to be a list of candidates for DSR coverage. The submittal should contain at minimum the name of each candidate, information on their qualification including documentation of experience, appropriate training records and any Cal/OSHA Mining and Tunneling certifications or first aid/CPR training certifications.

The minimum requirements for DSR Candidate Qualifications are found in section 2.4.C of this manual. Additional information deemed useful by the Contractor to Metro in approving the candidate may also be included.

Additional submittals under this requirement must indicate any deletion(s) to the current Approved list (if any) as well as provide the names of new candidates for DSR coverage. Information submitted for new candidates should contain similar information to the initial submittal.

##### 2. Alternate Safety Coverage Policy – Alternate Safety Coverage Request Form (DSR-1) (2.4.A.5).

###### A. Minimum Requirements:

- Completed Alternate Safety Coverage Request Form (DSR-1)

###### B. General Information and Guidance:

This submittal is required whenever the Contractor's Lead or other Safety Representative(s) will be off the Project and unable to fulfill contractually required duties and responsibilities as described in Section 2.4. This form MUST be completed and submitted at least 48 hours in advance of the coverage need as indicated in paragraph 2.4.A.5.

As indicated in Section 2.4, DSR coverage is expected to be limited to no more than fourteen consecutive days for any reason. In the event that the Contractor becomes aware of a situation where more than fourteen (14) consecutive days will be required, the Metro Construction Safety Manager should be notified immediately to discuss what options the Contractor has to propose to ensure compliance with the terms and conditions of the contract.

The following Submittals are listed as required for every Metro Contract prior to the contractor beginning Design or Construction work:

3. Alcohol and Drug Free Workplace Program (CSSM 4.3.F).

C. Minimum Requirements:

- First Submittal – Complete and Compliant Program. (See 4.3.F for detailed list of minimum requirements.)
- Subsequent Submittals – Changes to the Approved Program as determined by the Contractor or Metro.

D. General Information and Guidance:

The first submittal for this requirement is to be a complete and compliant Alcohol and Drug Free Workplace Program as described in CSSM Section 4.3.F. The minimum requirements for the A&DFW Program are found in Section 4.3.F of this manual.

4. Alcohol and Drug Free Workplace Program – Monthly Status Report (4.3.F.8).

C. Minimum Requirements:

- Monthly Invoice or Inventory Report indicating ongoing A&DFW Program activities.

D. General Information and Guidance:

This monthly submittal is outlined in the Contractors Approved Alcohol and Drug Free Workplace Program to fulfill the requirements of Section 4.3.F.8.

## 9 9. APPENDICES

### 9.1 APPENDIX A – SUMMARY OF CONSTRUCTION SAFETY REPORTS

FORM NO.	TITLE	EVENT(S) GENERATION REQUIRED REPORT	PREPARED BY	DIST	REMARKS
CS-49	Report of Safety Meeting	Recording of weekly tool box meeting	Supervisor/Foreman holding meeting	(3)	
CS-51	Job Hazard Analysis	Known safety hazards and all major construction operations	Contractor	(1)	Filled out and submitted within 24 hours of the event
CS-52	Supervisor's Injury Investigation Report	Bodily injury to contractor/subcontractor employee or the general public	Contractor	(5)	Report must be submitted within 24 hours of the event.
CS-53	Monthly Injury Summary & Work Hours Report	Monthly report	Contractor	(2)	
					Metro
CS-55 and CS-56	Crane Inspection Record & Wire Rope Inspection Record	Monthly report(s)	Contractor	(1)	
Federal OSHA and Cal/OSHA Form 300	Log & summary of occupational injuries & illnesses	Employee occupational injury or illness	Contractor	(3)	Contractor required to retain Form 300 and related records for 5 years subject to Cal/OSHA and/or Federal OSHA inspection.
Distribution: (1) Contractor, RE, SM (2) Contractor, SM, RE, MTA (3) Contractor (4) Contractor, RE, SM, (5) Insurer, Contractor, SM, RE					

RE = Resident Engineer; SM = Metro Safety Manager

## **9.2 APPENDIX B - RECORDKEEPING POLICY FOR OCCUPATIONAL INJURIES AND ILLNESSES**

### **A. INTRODUCTION**

Injury reporting and recording activities shall be in compliance with the applicable sections of CCR Title 8, Chapter 7 and CFR Title 29, Parts 1904 and 1952. Strict compliance with these regulations, as interpreted by Metro, shall be considered within the original scope of this Contract and shall not delay the schedule for performance of Work by the contractor nor shall it be relied upon to form the basis of a claim for delay. Compliance with determinations by Metro or its designee shall not relieve the contractor from other obligations imposed by law or regulation nor serve as the basis of request for change to increase the cost of the Work.

Thorough investigation of all factors relating to the occurrence of each reported work-related injury or illness is essential. Determination as to whether or not the case should be considered recordable under the provisions of the applicable Regulations and this Policy shall be based upon the evidence developed in such investigations. Unless there is a preponderance of evidence that the injury or illness did not result from the work activity or environment of employment in compliance with State of California and or Federal regulations, the injury or illness shall be considered a work-related case.

### **B. PURPOSE**

The purpose of reporting occupational injuries and illnesses to Metro is to provide an accurate and uniform method for recording, classifying, and reporting injuries as a means of evaluating safety and injury prevention programs and establishing training requirements for this and future projects. These records will also be utilized to determine eligibility and merit within the Craft Level Safety Incentive Program (CLSIP). This procedure shall not replace the employers' legal responsibility for accurately recording and reporting all work-related injuries and illnesses to the appropriate government agencies in compliance with State and Federal Occupational Safety and Health Regulations.

In order to insure accurate and uniform recording, classifying, and reporting of injuries and illnesses, Metro utilizes strict interpretations of the recordkeeping regulations as promulgated by the United States and California OSHA. Interpretive letters and other documents published by these agencies shall be the sole source of interpretive information regarding the recording, classifying, and reporting of injuries and illnesses.

Metro recognizes the need to support and encourage the returning to work of injured employees as soon as is medically appropriate and recommended following an occupational injury or illness. This philosophy is proven Metro improve the quality of life of the employee by preventing the loss of self esteem that frequently occurs in individuals who remain out of work for extended periods. However, each case shall be recorded in compliance with California and United States Regulations.

### **C. SCOPE**

This policy shall apply to Metro construction field staff, consultants, prime contractors and subcontractors.

## D. DEFINITIONS

- a. 1. Employee: Any person paid W-2 reportable wages for work performed in direct connection to a contract for the construction or construction management of a Metro Transit project. This includes both those who appear on that employer's Certified Payroll Report and salaried or other supervisory staff who do not. Staff members of Metro and Metro consultants, whose job duties involve work on the construction worksites shall come under this definition.
- b. 2. Work Hours: The total number of actual hours worked by all employees including craft workers, clerical, administrative, and supervision, overtime hours are to be counted as straight time. This shall also include all hours for any subcontractor but NOT for suppliers and vendors. Hours worked are to be used for calculating incidence rates. When actual hours cannot be accurately determined, estimated hours may be used, provided the estimate is replaced within thirty days by a report of actual hours used from documented sources. If employee hours are estimated, indicate the reason for the estimation and the basis upon which estimates are made.
- 1) 3. FLSA Exempt Employee: For executives, project management, supervisors, and other employees whose working hours are not defined, the employer shall use an average of 8 hours per day for computing exposure hours.
- c. 4. Work Environment: The work environment is comprised of the physical location, equipment used, and kinds of operations performed by an employee in the performance of his work associated with Metro Transit Project, whether on or off the project premises.
- d. 5. First-Aid Treatment: First Aid treatment is defined as those treatments listed under the definition of first aid in CCR Title 8, Chapter Seven. Any other treatment provided which does not appear in the regulatory definition of first aid shall be considered Medical Treatment regardless of who provides the treatment.
- e. 6. Medical Treatment: Any medical procedure or treatment which is not included in the definition of First Aid in CCR Title 8 or excluded as a diagnostic procedure or treatment by the regulations regardless of who provides the treatment.
- f. 7. Diagnostic Procedures: Certain diagnostic procedures performed by medical personnel such as x-rays or blood tests, including the administration of prescription medications used solely for diagnostic purposes as defined in CCR Title 8.
- g. 8. Preventive Procedures: Tetanus shots or tetanus boosters are considered preventive first-aid and not medical treatment. However, the treatment for a reaction to a tetanus shot administered because of an injury shall be considered medical treatment.
- h. 9. Work-Related Case: Any injury suffered by an Employee which results from a work incident or from an exposure involving a single incident in the work environment, and any illness caused by exposure to environmental factors associated with employment. Work environment is comprised of the physical location, equipment and materials used, and kinds of operations performed by an employee in the performance of his work, whether on or off the employer's



premises. Whether any case is work-related will be determined in strict compliance with applicable regulations and reviewed by Metro.

- i. 10. Recordable Case: A work-related injury or illness requiring medical treatment. Recordable cases are cases which result in one or more of the following:
  - 1) a) Death, regardless of the time between the occupational injury or illness and death, provided the cause of death is determined to be directly related to the occupational injury or illness by the county coroner.
  - 2) b) Days away from work.
  - 3) c) Restricted work or transfer to another job.
  - 4) d) Medical treatment beyond first aid.
  - 5) e) Loss of consciousness.
  - 6) f) A significant injury or illness diagnosed by a physician or other licensed health care professional.
- j. 12. Lost Work Day Cases: Lost Work Day Cases are comprised of two types of lost work: Days Away from Work and Days of Restricted Duty. An individual case may include either one, the other or both types of Lost Work Days.
  - 1) a. Days Away from Work are those calendar days (consecutive or not) on which the employee could not work due to an occupational injury or illness. Lost work days shall not include the day of injury or onset of illness but shall include all calendar days from the days after the injury or onset of illness until the employee is medically cleared to return to full duty.
  - 2) b. Restricted Duty Cases which include days upon which the employee is unable to perform any or all of the defined duties of the particular craft, trade or job title to which the employee was assigned upon the day of injury shall also be considered Lost Work Day Cases.
- k. 13. Calculation of Incident Rates: Injury and illness experience is related to a common exposure base of 100 full-time worker years (2000 hours per worker year). The common exposure base enables management to make accurate comparisons, trend analyses or comparisons among other similar projects regardless of size. These measurements are called Occupational Injury and Illness Incident Rates. Metro Transit Projects will be compared against the most recently available industry average for construction as published by the US Bureau of Labor Statistics. Metro will measure:
- l. 14. Recordable Case Incident Rate: Total number of OSHA recordable cases for the reporting period.

TOTAL RECORDABLE INCIDENT RATE:

$$\frac{\text{NO. OF RECORDABLE CASES X 200,000}}{\text{ACTUAL EMPLOYEE HOURS}}$$

- m. 15. Lost Workday Case Incident Rate: Recordable cases that are classified as Lost Workday Cases for the reporting period.

LOST WORKDAY CASE INCIDENT RATE:

$$\frac{\text{NO. OF LOST WORKDAY CASES X 200,000}}{\text{ACTUAL EMPLOYEE HOURS}}$$

- n. 16. Lost Workday Case (Days Away) Incident Rate: Recordable cases that are classified as Lost Workday Cases with days away from work only for the reporting period.

LOST WORKDAY CASE (DAYS WAY) INCIDENT RATE:

$$\frac{\text{NO. OF LOST WORKDAY CASES WITH DAYS AWAY ONLY X 200,000}}{\text{ACTUAL EMPLOYEE HOURS}}$$

- o. 17. Lost Workday Case (Restricted Duty) Incident Rate: Recordable cases that are classified as Lost Workday Cases with Restricted Duty only for the reporting period.

LOST WORKDAY CASE (RESTRICTED DUTY) INCIDENT RATE:

$$\frac{\text{NO. OF LOST WORKDAY CASES WITH RESTRICTED DUTY ONLY X 200,000}}{\text{ACTUAL EMPLOYEE HOURS}}$$

E. PROCEDURE

Upon notification of a work-related injury or illness the employer shall record and classify the injury.

Submitting a worker's compensation claim does not alone determine that an occupational injury or illness is recordable. Claims may be submitted for cases in which only first-aid and or diagnostic treatments were rendered by a physician or registered professional.

Employer shall notify MTA Construction Safety and the Resident Engineer immediately of all occupational injuries or illnesses and, within 24 hours, submit a copy of the Claim forms, supervisor's incident investigation, medical release form, and physician report. These documents assist the Construction Safety staff in determining injury or illness trends that may occur on the project, and verification that all work-related injuries and illnesses are properly recorded. Follow-up reports provided by the Health Care Provider must be forwarded to MTA Safety within 24 hours of receipt.

Failure of the contractor to provide this documentation to Metro within the specified time frame (including injury notifications) may result in the revocation of the Alternate Safety Coverage Policy, the invocations of Special Assessments as defined in the Special Provisions and or the loss of Craft Level Safety Program moneys for the three months following the documented incident.

## F. MONTHLY INJURY SUMMARY

By the 10th of each month, each employer shall submit to MTA Construction Safety, Metro Monthly Injury Summary (CS-53). This form shall include:

Prime contractors and all subcontractors:

- p. 1. Total hours worked.
- q. 2. Total number Recordable Cases for that month.
- r. 3. Total number of Lost Work Day Cases for that month.
- s. 4. Total Lost Work Days for that month.
- t. 5. Lost Work Days resulting from an injury or illness from a preceding month.
- u. 6. Information on all injuries (name, craft, type injury, disposition, days off and contractor).
- v. 7. The Project Injury Review Committee (Committee), upon receipt of the Monthly Injury Summary, shall review all cases reported. The review shall consist of comparing the employer's report with the Doctors' First Report and release forms.

Should a discrepancy be found during the review by the Committee, the employer will be immediately notified. Restricted Days will be determined by the duty restrictions as indicated by the physician's release forms.

Metro or its' designee will prepare the Project Monthly Injury Report. This report will list all hours and recordable injuries reported by the owner, consultants and contractors assigned to the project for the reporting month.

The Monthly Injury Report shall measure the monthly, year to date, and project to date incident rates of Metro staff assigned to the Construction Project Management Division and each construction management consultant or contractor as well as a project total.

The Monthly Injury Report will be distributed to each employer and to others as required by MTA.

## G. REFERENCES - MONTHLY INJURY SUMMARY (CS-53)

CFR Title 29 Part 1904 – Recording and Reporting Occupational Injuries & Illnesses

CFR Title 29 Part 1952.4 Injury and Illness recording & Reporting Requirements

CCR Title 8, Chapter 7 Division of Labor Statistics and Research

### 9.3 APPENDIX C – SAFETY AND SECURITY SUBMITTAL MATRIX

The table below is for easy reference by the Contractor only and does not supersede the detailed information or requirements found in the referenced section. Work type covered by a required submittal shall not start until the submittal is returned Approved or Approved as Noted to the Contractor.

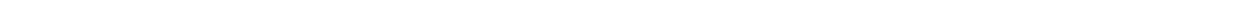
<b>Submittal Source</b>	<b>Title</b>	<b>When Submitted</b>	<b>When Resubmitted</b>
01 53 23; 1.05.D.1	Worksite Specific Injury and Illness Prevention Program, including: <ul style="list-style-type: none"> <li>• Site Specific Emergency Action Plan</li> <li>• Contractor's New Employee Training and Orientation Program</li> <li>• Site Specific Code of Safe Work Practices</li> </ul>	Between NTP and any On site Construction Work	When conditions change or as required by Metro
01 53 23; 1.05.D.2	Staffing Plan	Between NTP and any On site Construction Work	When conditions change or as required by Metro
01 53 23; 1.05.D.3	Job Hazard Analyses (JHA) Master List	Between NTP and any On site Construction Work	When conditions change or as required by Metro
01 53 23; 1.05.D.4	Qualified or Competent Persons	Between NTP and any On site Construction Work	When conditions change or as required by Metro
01 53 23; 1.05.D.5	Fall Protection Program	Prior to any Work requiring Fall Protection	When conditions change or as required by Metro
01 53 23; 1.05.D.6	Hazardous Waste Operations and Emergency Response	Prior to any Work requiring Hazwoper procedures	When conditions change or as required by Metro
01 53 23; 1.05.D.7	Excavation Action Plans	Prior to any Work on excavations requiring ground support systems	When conditions change or as required by Metro

<b>Submittal Source</b>	<b>Title</b>	<b>When Submitted</b>	<b>When Resubmitted</b>
01 53 23; 1.05.D.8	Crane Certifications	Prior to use of Crane on site	Upon recertification or as required by Metro
01 53 23; 1.05.D.9	Critical Lift Plans	Prior to Critical Lift	Only if initially rejected
01 53 23; 1.05.D.10	Qualified Riggers and Signalers	Prior to the individual performing covered duties	When conditions change or as required by Metro
01 53 23; 1.05.D.11	Energy Isolation Program (Lock Out, Tag Out (LOTO))	Prior to any Work requiring LOTO	When conditions change or as required by Metro
01 53 23; 1.05.D.12	Written Compressed Air Safety Program	Prior to any Work in a compressed air atmosphere	When conditions change or as required by Metro
01 53 23; 1.05.D.13	Written Track Maintenance Plan (Tunnel Construction)	Prior to installation of Tunnel Construction Track	When conditions change or as required by Metro
01 53 23; 1.05.D.14	Confined Space/Underground Emergency Response Team Program	Prior to any Permit Required Confined Space Entry, or Tunnel Construction	When conditions change or as required by Metro
01 53 23; 1.05.D.15	Injury and Incident Reports	At the time of each incident, and Monthly Summary	Only if initially rejected
01 53 23; 1.05.D.16	Materials Hazards Communication Program (Site Specific)	After NTP and before Program implementation	When conditions change or as required by Metro
01 53 35; 1.05.D.1	Worksite Specific Security Plan	Between NTP and establishment of on-site facilities	When conditions change or as required by Metro

<b>Submittal Source</b>	<b>Title</b>	<b>When Submitted</b>	<b>When Resubmitted</b>
CSSM, 4.3.G Spec. Provisions	Safety's First Incentive Program	After NTP and before Program implementation	Only if initially rejected
CSSM, 2.4.A.2	Alternate Safety Coverage Policy – Candidate Roster	After NTP and before Program implementation	When conditions change or as required by Metro
CSSM, 2.4.A.2	Alternate Safety Coverage Policy – Alternate Safety Coverage Request Form (DSR-1)	As required by Alternate Safety Coverage Policy	Only if initially rejected
CSSM, 4.3.E	Alcohol and Drug Free Workplace Program	After NTP and before Program implementation	When conditions change or as required by Metro
CSSM, 4.3.E.8	Alcohol and Drug Free Workplace Program – Monthly Status Report	Monthly after Program implementation	Monthly report, no resubmittal unless rejected

## **END OF CONSTRUCTION SAFETY & SECURITY MANUAL**

## **TECHNICAL SPECIFICATIONS AND DRAWINGS**



# LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY WESTSIDE SUBWAY EXTENSION PROJECT



## C1056 Advanced Utility Relocations Contract, Section 1 Wilshire/La Cienega Station Temporary Utility Relocations Issued for Solicitation Drawings

*Prepared for:*



*Prepared by:*

**PARSONS  
BRINCKERHOFF**

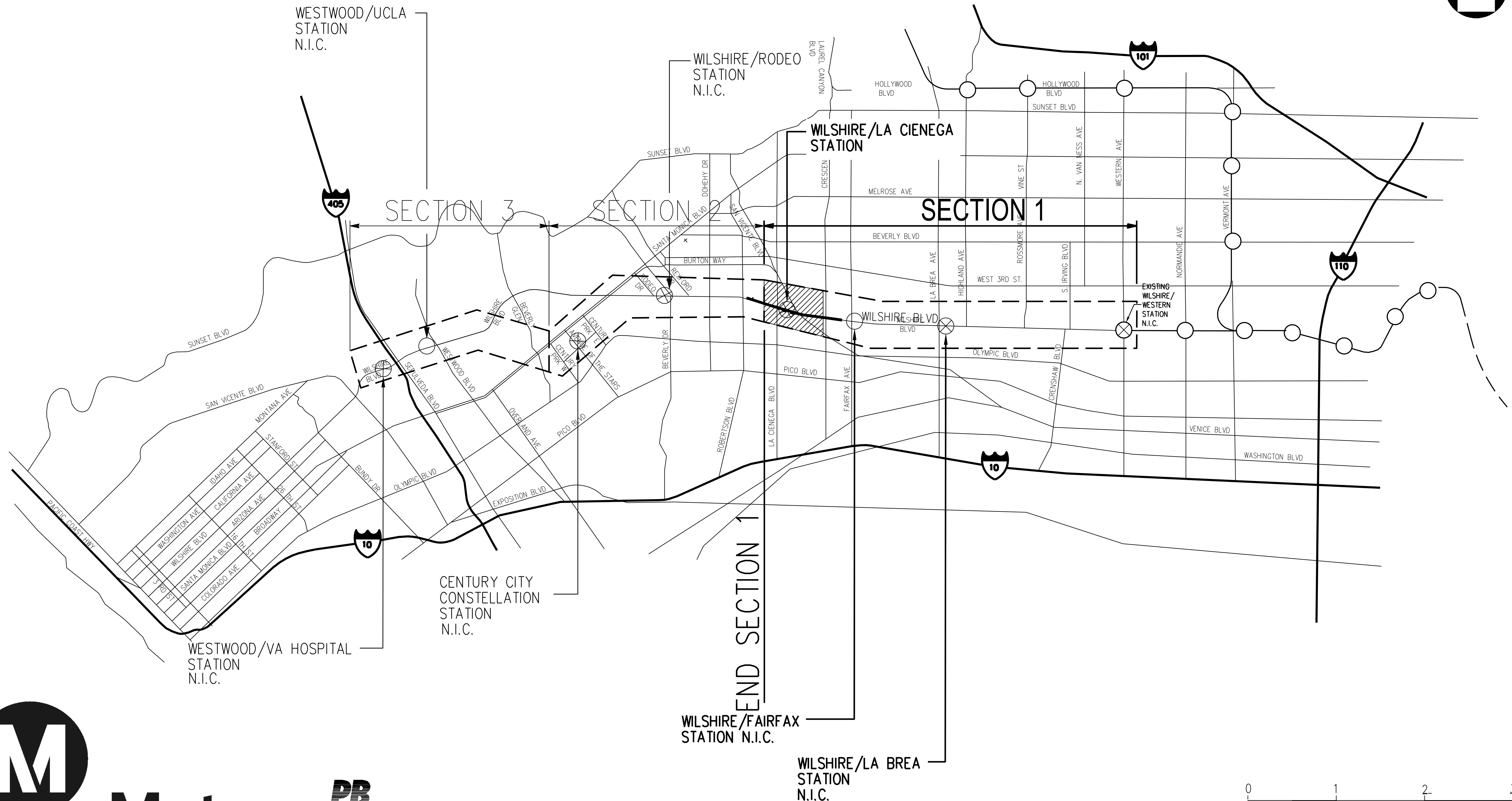
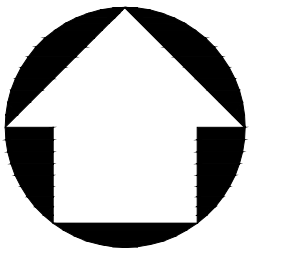
777 South Figueroa Street, Suite 1100  
Los Angeles, CA 90017

February 21, 2014

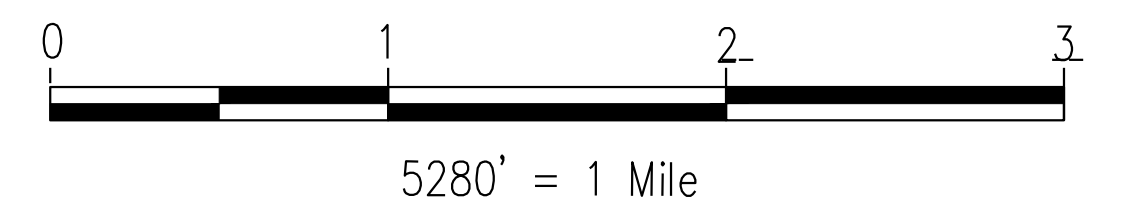


# LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

## WESTSIDE SUBWAY EXTENSION ADVANCED UTILITY RELOCATIONS CONTRACT (1056) SECTION 1



**Metro**





STANDARD ABBREVIATIONS

TRACK ALIGNMENT – HORIZONTAL

CS	CIRCULAR CURVE TO SPIRAL
PC	POINT OF CIRCULAR CURVE
PI	POINT OF INTERSECTION OF TWO TANGENTS
PT	POINT OF TANGENCY
TS	TANGENT TO SPIRAL
SC	SPIRAL TO CIRCULAR CURVE
SS	SPIRAL TO SPIRAL
ST	SPIRAL TO TANGENT OR SHORT TANGENT
CC	CENTER OF CIRCULAR CURVE
LC	LONG CHORD
DC	DEGREE OF CURVE
Δc	CENTRAL ANGLE OF CIRCULAR CURVE
Es	EXTERNAL DISTANCE
I	TOTAL INTERSECTION ANGLE
K	DISTANCE FROM TS TO PC ALONG TANGENT
L	TOTAL LENGTH OF CURVE
Lc	TOTAL LENGTH OF CIRCULAR CURVE
Ls	TOTAL LENGTH OF SPIRAL
Ls1	LENGTH OF SPIRAL IN
Ls2	LENGTH OF SPIRAL OUT
LT	LONG TANGENT
P	OFFSET DISTANCE FROM TANGENT TO PC, SPIRAL THROW
POS	POINT OF SPIRAL
POT	POINT OF TANGENT
POC	POINT OF CIRCULAR CURVE
Rc	RADIUS OF CIRCULAR CURVE
Tc	TANGENT LENGTH OF CIRCULAR CURVE
Ts	TANGENT DISTANCE FROM TS OR ST TO PI
Θs	SPIRAL ANGLE
X	TANGENT DISTANCE FROM TS TO SC OR ST TO CS
Y	TANGENT OFFSET TO SC OR CS
Er	TOTAL SUPERELEVATION
Ea	ACTUAL SUPERELEVATION
Eu	UNBALANCED SUPERELEVATION
PS	POINT OF SWITCH
PITO	POINT OF INTERSECTION OF TURNOUT
PRC	POINT OF REVERSE CIRCULAR CURVE
POB	POINT OF BEGINNING
POE	POINT OF END

TRACK ALIGNMENT – VERTICAL

VC	VERTICAL CURVE
PVC	POINT OF VERTICAL CURVE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
POVC	POINT OF VERTICAL CURVE
L	LENGTH OF VERTICAL CURVE
MO	MIDDLE ORDINATE

UTILITY COMPANY / AGENCY ABBREVIATIONS

AAR	AMERICAN ASSOCIATION OF RAILROADS
AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
ACI	AMERICAN CONCRETE INSTITUTE
AF	U.S. AIR FORCE
AM STATE	W. AMERICAN STATES WATER COMPANY (NOW LACOW)
ARCO	ATLANTIC RICHFIELD COMPANY (NOW FOUR CORNERS PIPELINE COMPANY)
AREMA	AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION
ASCE	AMERICAN SOCIETY OF CIVIL ENGINEERS
AT&SF	ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AT&T	AMERICAN TELEPHONE & TELEGRAPH COMPANY
BH	THE CITY OF BEVERLY HILLS
BHSD	BEVERLY HILLS SCHOOL DISTRICT/BEVERLY HILLS STORM DRAIN
BHSS	BEVERLY HILLS SEWER SERVICES
BHWS	BEVERLY HILLS WATER SERVICES
BPL	BUREAU OF POWER AND LIGHT (NOW LA DWPPS)
BWS	BUREAU OF WATER SUPPLIES (NOW LA DWPWS)

COLA	CITY OF LOS ANGELES
CALTRANS	STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
CON WCO	CONSERVATIVE WATER COMPANY (NOW LACOW)
D.E.	DEAD END
DWPWS	CITY OF LOS ANGELES, DEPARTMENT OF WATER AND POWER, WATER SYSTEM
DWPPS	CITY OF LOS ANGELES, DEPARTMENT OF WATER AND POWER, POWER SYSTEM
FHWA	FEDERAL HIGHWAY ADMINISTRATION
FTA	FEDERAL TRANSIT ADMINISTRATION
GP	GENERAL PETROLEUM (NOW MOBIL OIL)
GSD	CITY OF LOS ANGELES, GENERAL SERVICES DIVISION
GTE	GENERAL TELEPHONE COMPANY
LA	CITY OF LOS ANGELES
LACFCD	LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
LACMTA	LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (NOW METRO)
LACO	COUNTY OF LOS ANGELES
LACOW	LOS ANGELES COUNTY WATER WORKS
LACSD	LOS ANGELES COUNTY SANITATION DISTRICTS
LACTC	LOS ANGELES COUNTY TRANSPORTATION COMMISSION (NOW LACMTA)
LADOT	CITY OF LOS ANGELES, DEPARTMENT OF TRANSPORTATION
LADWP-PS	CITY OF LOS ANGELES, DEPARTMENT OF WATER & POWER, POWER SYSTEMS
LADWP-WS	CITY OF LOS ANGELES, DEPARTMENT OF WATER & POWER, WATER SYSTEMS
LAG	LOS ANGELES GAS (NOW SCG OR TGC)
LAG&E	LOS ANGELES GAS & ELECTRIC (NOW SCG, OR TGC AND DWPPS)
LAWD	LOS ANGELES WATER DEPARTMENT (NOW DWPWS)
LAX	LOS ANGELES INTERNATIONAL AIRPORT
MFN	METROMEDIA FIBER NETWORK
MTA	LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY (NOW METRO)
MWD	METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

PAC BELL, PB	PACIFIC BELL COMPANY (NOW AT&T)
PACTEL, PIT	PACIFIC TELEPHONE & TELEGRAPH COMPANY (NOW AT&T)
PUC	PUBLIC UTILITY COMMISSION
QWEST	QWEST COMMUNICATIONS INTERNATIONAL INC (NOW CENTURY LINK INC)
RCC	RAIL CONSTRUCTION CORPORATION (FORMER LACMTA)
SATIVACOW	SATIVA COUNTY WATER (NOW SATIVA WATER DISTRICT)
SCE	SOUTHERN CALIFORNIA EDISON COMPANY
SCAL W	SOUTHERN CALIFORNIA WATER COMPANY (NOW LACOW)
SCG	SOUTHERN CALIFORNIA GAS COMPANY (NOW THE GAS COMPANY)
SCRTD	SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT (NOW LACMTA)
SCT	SOUTHERN CALIFORNIA TELEPHONE COMPANY (NOW PACIFIC BELL)
SCWCO	SOUTHERN CALIFORNIA WATER COMPANY
SO PAC P	SOUTHERN PACIFIC PIPELINE COMPANY
SPTC OR SP	SOUTHERN PACIFIC TRANSPORTATION COMPANY
SO PAS	CITY OF SOUTH PASADENA
SPPWC	STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
STD OIL CO	STANDARD OIL COMPANY OF CALIFORNIA

TM-CATV	TIMES MIRROR CABLE TELEVISION (NOW SIMMONS CABLE TELEVISION)
TGC	THE GAS COMPANY (FORMERLY SOUTHERN CALIFORNIA GAS COMPANY)
UBC	UNIFORM BUILDING CODE
US	UNITED STATES
USC & GS	UNITED STATES COAST AND GEODETIC SURVEY
WUT	WESTERN UNION TELEGRAPH COMPANY (NOW ATS PART OF MCI)

UTILITY MISCELLANEOUS

ABAND	ABANDONED
CA TV	CABLE T.V.
CHW	CHILLED WATER
CP	CATHODIC PROTECTION (GAS, WATER, STEEL ASSEMBLAGE)
CL	CEMENT LINED
GC	GALVANIZED CONDUIT
FO	FIBER OPTIC
HDPE	HIGH DENSITY POLYETHYLENE
HWT	HOT WATER
MFN	METRO MEDIA FIBER NETWORK
MCD	MULTIPLE CREOSOTE WOOD DUCT
TC	TELECOMMUNICATIONS

MISCELLANEOUS

&	AND
@	AT
APPROX, APP	APPROXIMATE OR APPROXIMATELY
AB	AGGREGATE BASE
ABND	ABANDONED
ABS	ACRYLONITRILE-BUTADIENE-STYRENE
ABUT	ABUTMENT
AC	ASPHALT CONCRETE OR ASBESTOS CEMENT
ACC	ASPHALT CEMENT CONDUIT
ACD	ASPHALTIC CONCRETE DUCT
ACL	AUXILIARY CONTROL LINE
ACP	ASBESTOS CEMENT PIPE
AGGR	AGGREGATE
AHD	AHEAD
AL	ALUMINUM OR LEFT TRACK – LINE A
ALIGN	ALIGNMENT
APP	APPROVED (REF)
APPROX	APPROXIMATELY
APPV	APPROVED
AR	RIGHT TRACK – LINE A
AS	AGGREGATE SUB-BASE
ASB	ASBESTOS
ASPH	ASPHALT
ATC	AUTOMATIC TRAIN CONTROL
AUR	ADVANCED UTILITY RELOCATIONS
AVE	AVENUE
AWG	AMERICAN WIRE GAUGE (GAGE)
A/R	AS REQUIRED

BB	BILLBOARD
BCOP	BARE COPPER
BCR	BEGIN CURB RETURN
BEG	BEGIN OR BEGINNING
BF	BOTTOM FACE
BFP	BACKFLOW PREVENTER
BHCT-#	BEVERLY HILLS CENTERLINE TIES
BIT	BITUMINOUS
BK	BACK
BL	BUILDING LINE OR LEFT TRACK-LINE B
BLDG	BUILDING
BLS	BLUE LIGHT STATION
BLVD	BOULEVARD
BM	BENCH MARK
BO	BLOW-OFF
BOC	BOTTOM OF CURB
BOP	BOTTOM OF PIPE
BOS	BOTTOM OF SLOPE
BP	BEGIN PLATFORM
BR	RIGHT TRACK-LINE B
BSMT	BASEMENT
BRDG	BRIDGE
BRG	BEARING
BRK	BRICK
BRS	BLAST RELIEF SHAFT
BS	BELL AND SPIGOT
BUR CA	BURIED CABLE
BW	BOTTOM OF WALL OR BACK OF WALK
B TO B	BACK TO BACK
B-PC	SCHEDULE B – PLASTIC CONDUIT

C	CURB OR CONDUIT
CA	CABLE OR COMPRESSED AIR
CAB	CRUSHED AGGREGATE BASE
CB	CATCH BASIN
CBD	CENTRAL BUSINESS DISTRICT
CC-B	CONCRETE CONDUIT-TYPE B
CC-C	CONCRETE CONDUIT-TYPE C
LADBS	LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY
LAFD	LOS ANGELES FIRE DEPARTMENT
LABOSS	LOS ANGELES BUREAU OF STREET SERVICES
CMB	CRUSHED MISCELLANEOUS BASE

CD	CURB DRAIN
CE	CONCRETE ENCASED
CEFB	LOS ANGELES CITY ENGINEER'S FIELD BOOK
CF	CURB FACE
CFS	CUBIC FEET PER SECOND
C & G	CURB AND GUTTER
CGS	CENTER OF GRAVITY, STRAND
CHEM	CHEMICAL
CI	CAST IRON OR CURB INLET
CICLP, CIP(CL)	CAST-IRON CEMENT LINED PIPE
CIP	CAST IRON PIPE
CIRCUM	CIRCUMFERENCE
CISP(ES)	CAST IRON SOIL PIPE (EXTRA STRENGTH)
CJ	CONSTRUCTION JOINT
CL	CURB LINE OR CLASS
℄	CENTERLINE
CLF	CHAIN LINE FENCE
CLG	CEILING
CLR	CLEARANCE OR CLEAR
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT, COUNTY, OR COMPANY
COL	COLUMN
COMM	COMMUNICATION
CONC	CONCRETE
CONC BL	CONCRETE BLOCK
COND	CONDUIT
CONF	CONFERENCE
CONN	CONNECT, CONNECTION, OR CONNECTOR
CONST	CONSTRUCT OR CONSTRUCTION
CONT	CONTINUED, CONTINUOUS, OR CONTINUATION
COORD	COORDINATE
COP	COPPER
COR	CORNER
CORR	CORRUGATE OR CORRUGATED
CP	CONCRETE PIPE OR CEMENT PIPE
CPB	CROSS PASSAGE B
CPC	CORRUGATED PLASTIC CONDUIT
C/S	COMMUNICATIONS/SIGNALS
CSG	CASING
CSW	CONCRETE SIDEWALK
CTA	CENTRAL TANGENT ANGLE
CTB	CEMENT TREATED BASE
CU FT	CUBIC FOOT
CU IN	CUBIC INCH
CU YD	CUBIC YARD
CULV	CULVERT
CWD	CREOSOTED WOOD DUCT
CWR	CONTINUOUS WELDED RAIL
C TO C	CENTER TO CENTER
C-PC	SCHEDULE C – PLASTIC CONDUIT

D, d	DEPTH
D, DU, DCT	DUCT
DB	DUCT BANK
DEF	DEFLECTION
DEG	DEGREES
DEPT	DEPARTMENT
DESC	DESCRIPTION
DET	DETAIL
DF	DIRECT FIXATION
DG	DIESEL GAS OR DRY GAS
DI	DUCTILE IRON, DROP INLET
DIA OR Ø	DIAMETER
DIAG	DIAGRAM
DIM	DIMENSION
DIP(L)	DUCTILE IRON PIPE (LINED)
DIST	DISTRICT OR DISTANCE
DMD	DIAMOND
DMH	DRAINAGE MANHOLE
DML	DEMOLITION
DN	DOWN
DW	DOMESTIC WATER

C1056 AUR CONTRACT DRAWING NO. G-201

PROJECT: BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE / LA CIENEGA STATION  
ABBREVIATIONS & SYMBOLS  
SHEET 1 OF 4

SUBMITTED \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER

JOB NO. 1335 DRAWING NO. 7443  
SHEET 2 OF 76 SHEET

CITY OF BEVERLY HILLS, CALIFORNIA  
CIVIL ENGINEERING DEPARTMENT



Metro

PARSONS  
BRINCKERHOFF

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154, EXPIRES 12/31/14 DATE




SCALE: NONE			
F.B. NO.	F.B. NO.	PAGE	TO
DESIGNED	J. VARIAS	DATE	02/07/14
DRAWN	J. VARIAS	DATE	02/07/14
CHECKED	G. MUNSON	DATE	02/07/14
2/21/14	ISSUED FOR SOLICITATION		ZM
DATE	REVISION	BY	



STANDARD ABBREVIATIONS

DWG DWL DWLG DWY	DRAWING DOWEL DOWELLING DRIVEWAY	GA GALV GAL(S) GASO GB GM GND GP GR GRS GSC GV GW	GAUGE (GAGE) GALVANIZE OR GALVANIZED GALLON(S) GASOLINE GRADE BREAK GAS METER GROUND GENERAL PACKAGE, GAUGE PLATE OR GRADING PLAN GRADE, GROUND OR GUARD RAIL PLATE GALVANIZED RIGID STEEL GALVANIZED STEEL CONDUIT GATE VALVE GUY WIRE	LT LTG	LEFT LIGHTING	PF PGL PITO PIV PL OR P P, P/L PLD PLT PM PO POC POL PP PPD PROD PROP PS PSF PSI PSP PT(S) PUE PV PVC PVCC PVCP PVMT PWR	POINT OF FROG PROFILE GRADE LINE POINT OF INTERSECTION OF TURNOUT POST INDICATOR VALVE PLATE PROPERTY LINE PLASTIC DUCT PLASTIC TILE PARKING METER PUSH-ON JOINT POINT OF CONNECTION POLICE POWER POLE OR PAPER PIPE PAPER PIPE DUCT PRODUCT PROPERTY OR PROPOSED POINT OF SWITCH POUNDS PER SQUARE FOOT POUNDS PER SQUARE INCH PAINT SHOP POINT(S) PUBLIC UTILITY EASEMENT PLUG VALVE POLYVINYL CHLORIDE POLYVINYL CHLORIDE CONDUIT POLYVINYL CHLORIDE PIPE PAVEMENT POWER
E EA EB EC ECR E/E EF EHH EL ELEC ELECT ELEV EMB EMH E/O EOR EP EQ ES ET ETC ETS EW E/W EX OR EXIST EXP EXT	EAST, ELECTRIC EACH EASTBOUND END CURVE END CURB RETURN EAST OF EAST RIGHT-OF-WAY LINE EACH FACE ELECTRICAL HANDHOLE ELEVATION ELECTRIC OR ELECTRICAL ELECTRIC (REF) ELEVATOR OR ELEVATION EMBANKMENT ELECTRICAL MANHOLE EAST OF END OF ROAD EDGE OF PAVEMENT OR END PLATFORM EQUAL, EQUATION OR EQUALITY EXTRA STRENGTH END TRACK ET CETERA EMERGENCY TRIP STATION EAST OF WEST P/L EAST OF WEST RIGHT-OF-WAY LINE EXISTING EXPANSION EXTERIOR	H HAP HB HC HF HH HL HMWPE HORIZ HOV HP Hp HR HS HWY	HEIGHT HORIZONTAL ANGLE POINT HOSE BIB SANITARY SEWER HOUSE CONNECTION HEEL OF FROG HANDHOLE HEEL LENGTH HIGH MOLECULAR WEIGHT POLYETHYLENE HORIZONTAL HIGH OCCUPANCY VEHICLE HIGH PRESSURE, HORSE POWER, HEEL PLATE OR HIGH POINT HORSEPOWER HEADROOM OR HOUR HIGH STRENGTH STEEL ASTM 432 HIGHWAY	N N/A NB NF NIC N/N N/O NO. OR # NRC NRCP NS N/S NTS	NORTH NOT APPLICABLE NORTHBOUND NEAR FACE NOT IN CONTRACT NORTH OF NORTH RIGHT-OF-WAY LINE NORTH OF NUMBER NON-REVENUE CONNECTOR NON-REINFORCED CONCRETE PIPE NORTH OF SOUTH P/L NORTH OF SOUTH RIGHT-OF-WAY LINE NOT TO SCALE	QTY QUAD	QUANTITY QUADRANT
F FA FAC FAI FB FBM FBP FC FD FDN FE FEP FF FFE FG FH FIN FL FLG FLP FLR FP FPS FR FS FT F TO F FWL FWY	FIBER FIRE ALARM FIRE ALARM CONDUIT FRESH AIR INTAKE FIRE ALARM BOX FOOT BOARD MEASUREMENT FUTURE BEGIN PLATFORM FIBER CONDUIT OR FIRE CONNECTION FIBER DUCT, FLOOR DRAIN OR FIRE DEPARTMENT FOUNDATION FLANGED END FUTURE END PLATFORM FINISHED FLOOR OR FAR FACE FINISH FLOOR ELEVATION FROG GAUGE PLATE OR FINISH GRADE FIRE HYDRANT FINISH FLOW LINE, FUEL FLANGE FLOW LINE PIPE FLOOR FIRE PROTECTION FEET PER SECOND FRAME FIRE SERVICE, FINISHED SURFACE, OR FAR SIDE FOOT OR FEET FACE TO FACE FIRE WATER LINE FREEWAY	ID IJ IN INV IP  JS JT  K KF KLF KSF KV  L LAT LBS OR # LB-LA RTP	INSIDE DIAMETER INSULATED JOINT INCH OR INCHES INVERT IRON PIPE  JUNCTION STRUCTURE JOINT  KIP OR KIPS KIP-FOOT KIPS PER LINEAR FOOT KIPS PER SQUARE FOOT KILOVOLT  LINE, LINING, OR LENGTH LATERAL POUND(S) LONG BEACH-LOS ANGELES RAPID TRANSIT PROJECT (METRO BLUE LINE) LEAD LINEAR FOOT (FEET) LONG OR LENGTH LIGHT (REF) LEFT HAND LINEAR FEET LEADED JOINT LOCATE, LOCATED, OR LOCATION LOW PRESSURE OR LOW POINT LOW POINT LIGHT RAIL TRANSIT	OC OCS OD OFC OG OH OPP ORL OTM	ON CENTRE(S) OR OVERCROSSING OVERHEAD CONTACT SYSTEM OUTSIDE DIAMETER ORANGEBURG FIBER CONDUIT ORIGINAL GROUND OVERHEAD OPPOSITE ORNAMENTAL LIGHTING OTHER TRACK MATERIAL	R RBM RCB RCP RD RECT REF REINF REQD RET RET W REV RGS RH RO ROW RR RT RTP RY R/W	RADIUS RAILBOUND MANGANESE REINFORCED CONCRETE BOX (CULVERT) REINFORCED CONCRETE PIPE ROAD RECTANGLE OR RECTIFIER REFERENCE REINFORCE, REINFORCED, OR REINFORCEMENT REQUIRED OR REQUIRE RETAINING RETAINING WALL REVISE, REVISED, OR REVISION RIGID GALVANIZED STEEL RIGHT HAND RANCHO RIGHT OF WAY RAILROAD RIGHT RAIL TRANSIT PROJECT RAILWAY RIGHT-OF-WAY
G	GAS OR GAS LINE	LD LF LG LGT LH LIN FT LJ LOC LP LPT LRT	LEAD LINEAR FOOT (FEET) LONG OR LENGTH LIGHT (REF) LEFT HAND LINEAR FEET LEADED JOINT LOCATE, LOCATED, OR LOCATION LOW PRESSURE OR LOW POINT LOW POINT LIGHT RAIL TRANSIT	P PA PB PCC  PCCP PCL PCS PD PE PED PEM	PIPE POLICE ALARM OR PUBLIC ADDRESS PULL BOX PORTLAND CEMENT CONCRETE OR POINT OF COMPOUND CURVATURE PRE-STRESSED CONCRETE CYLINDER PIPE PRIMARY CONTROL LINE PIECES PAPER DUCT POLYETHYLENE OR PLAIN END PEDESTRIAN POLYETHYLENE MAIN	S SA SB SCC SCL SCWD SD SDMH SEC SECT SFP SG SHT	SOUTH, SLOPE, OR SIGN SERVICE AISLE SOUTHBOUND OR SPLICE BOX STEEL CYLINDER CONCRETE (PIPE) SECONDARY CONTROL LINE SINGLE CREOSOTED WOOD DUCT STORM DRAIN STORM DRAIN MANHOLE SECONDS SECTION SITE FINISH PLAN SUB GRADE SHEET



**Metro**

**PARSONS  
BRINCKERHOFF**

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017  
PREPARED UNDER THE SUPERVISION OF:  
NAME: ZAFER MUDAR      LIC. # C64154; EXPIRES 12/31/14 DATE

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY



SCALE: NONE		
F.B. NO.	F.B.NO. PAGE	TO
DESIGNED J. VARIAS	DATE	02/07/14
DRAWN J. VARIAS	DATE	02/07/14
CHECKED G. MUNSON	DATE	02/07/14
2/21/14	ISSUED FOR SOLICITATION	ZM
DATE	REVISION	BY

C1056 AUR CONTRACT DRAWING NO. G-202

PROJECT:  
**WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS**  
WILSHIRE / LA CIENEGA STATION  
ABBREVIATIONS & SYMBOLS  
SHEET 2 OF 4

SUBMITTED \_\_\_\_\_ DATE \_\_\_\_\_

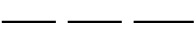


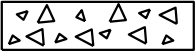


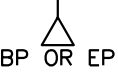


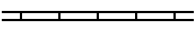


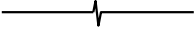
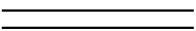

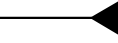



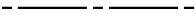

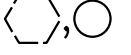

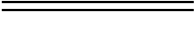

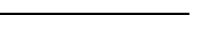
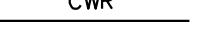
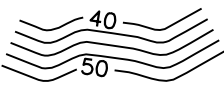
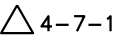
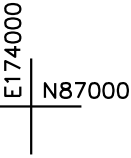
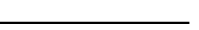
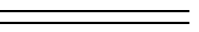

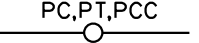

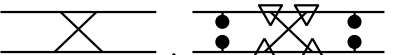
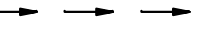

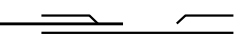
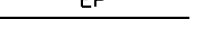


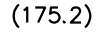
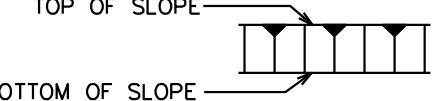
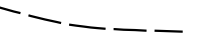
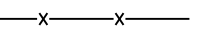


APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER


JOB NO. 1335

DRAWING NO. 7443  
SHEET 3 OF 76 SHEET


CITY OF BEVERLY HILLS, CALIFORNIA  
CIVIL ENGINEERING DEPARTMENT

DWG filename: L:\LAWSB\LA\ACB\LA000\132 UTILITIES\GTY\GPH\BHN\NOTES\G10560202.DWG      Plot Date & Time: 2/19/2014 8:48:24 PM      Plotted by: Nation Reque


STANDARD ABBREVIATIONS				STANDARD SYMBOLS			
SIG SIM SIP SL SLC SLPB SMH SN S/N SP SPEC SPR SQ S/S SS SSD SSMH ST STA STD STL STM STOR STP STR STRUCT STY SUB SUPV SURF SW SWK SYM	SIGNAL SIMILAR SUPPORT IN PLACE STREET LIGHT STREET LIGHT CONDUIT STREET LIGHT PULL BOX SEWER MANHOLE SOUTH OF NORTH P/L SOUTH OR NORTH RIGHT-OF-WAY LINE SPACE, SPACING, OR SITE PLAN SPECIFICATION(S) (REF) SPRINKLER SQUARE SOUTH OF SOUTH RIGHT-OF-WAY LINE SANITARY SEWER OR STOP SIGN SANDSTONE CEMENT DUCT SANITARY SEWER MANHOLE STREET STATION STANDARD OR SEWER TILED DUCT STEEL STEAM STORAGE STEEL PIPE STRAIGHT STRUCTURE STYRENE SUBMITTED SUPERVISE OR SUPERVISOR SURFACE SWITCH SIDEWALK SYMMETRICAL	TSPB TV TVCC TVM T/W TYP  UC UD UG UNK UP UPE UNO  V VAC VAP VAR VCC VCD VCP VCP(ES) VCT VERT VLT  W W/ WB WD WE W/E WG WHH WHSE WI WD WIP WL WLN WM WMH W/O WP WSP WSP(L) WTR WTW WV WW W/W	TRAFFIC SIGNAL PULLBOX TELEVISION TRANSPORTED VITRIFIED CLAY CONDUIT TICKET VENDING MACHINE TOP OF WALL TYPICAL  UNDERCROSSING OR UNDER CONSTRUCTION UNDERDRAIN UNDERGROUND UNKNOWN UNDERPASS OR COMBINATION POWER/TELEPHONE POLE UNDER PLATFORM EXHAUST UNLESS NOTED OTHERWISE  VALVE, RATE OF SPEED, OR DESIGN SPEED VACUUM VERTICAL ANGLE POINT VARIES OR VARIABLE VITRIFIED CLAY CONDUIT VITRIFIED CLAY DUCT VITRIFIED CLAY PIPE VITRIFIED CLAY PIPE (EXTRA STRENGTH) VITRIFIED CLAY TILE VERTICAL VAULT  WEST OR WATER OR WIDE WITH WESTBOUND WATER DETECTOR WEST OF EAST P/L WEST OF EAST RIGHT-OF-WAY LINE WHITE GAS WATER HANDHOLE WAREHOUSE WROUGHT IRON WIDTH WROUGHT IRON PIPE WATER LEVEL WATER LINE WATER METER WATER MANHOLE WITHOUT WORKING POINT OR WORK POINT WELDED STEEL PIPE WELDED STEEL PIPE (CEMENT LINED) WATER WALL TO WALL WATER VALVE WASTEWATER WEST TO WEST RIGHT-OF-WAY LINE	AERIAL EASEMENT  ASPHALT CONCRETE PAVEMENT  AUTOMATIC GATE INTO PARKING AREA  BALLAST  BARRICADE POSTS, BOLLARDS  BASE COURSE  BEGIN OR END PLATFORM  BENCH MARK  BILLBOARD  BLOCK WALL  BORING & NUMBER  BOX  BREAK LINE  BRIDGE  BUILDING  BUMPING POST  BUMPING POST NUMBER  CANOPY  CATCH BASIN  CENTERLINE  CLEANOUT  COLUMN, BENT  CONCRETE  CONCRETE BARRIER	                       	CONCRETE CHANNEL  CONSTRUCTION EASEMENT (TEMPORARY)  CONTINUOUS WELDED RAIL  CONTOUR LINES  CONTROL POINT OR STREET INTERSECTION POINT  COORDINATE GRID CROSSHAIR  CURB  CURB AND GUTTER  CURVE NUMBER  CURVE POINT  DEPRESSION  DOUBLE CROSSOVER  DRAINAGE DITCH OR SWALE  DRAINAGE INLET  DRIVEWAY  EDGE OF PAVEMENT  EARTH  ELASTOMER  ELEVATION (EXISTING)  EMBANKMENT OR SLOPE  EXISTING GROUND LINE  FENCE-CHAIN LINK OR OTHER  FIRE HYDRANT  FLAGPOLE	                       



**Metro**



777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017  
PREPARED UNDER THE SUPERVISION OF:  
NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE



SCALE: NONE		
F.B. NO.	F.B. NO.	PAGE -- TO --
DESIGNED	J. VARIAS	DATE 02/07/14
DRAWN	J. VARIAS	DATE 02/07/14
CHECKED	G. MUNSON	DATE 02/07/14
2/21/14	ISSUED FOR SOLICITATION	ZM
DATE	REVISION	BY

C1056 AUR CONTRACT DRAWING NO. G-203

PROJECT: BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE / LA CIENEGA STATION  
ABBREVIATIONS & SYMBOLS  
SHEET 3 OF 4

SUBMITTED \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER

JOB NO. 1335

DRAWING NO. 7443  
SHEET 4 OF 76 SHEET

CITY OF BEVERLY HILLS, CALIFORNIA  
CIVIL ENGINEERING DEPARTMENT

DWG filename: L:\LAWSBIM\WACBM\CA00\N12 UTILITIES\CITY OF BHR\BHRNOTES\G10560203.DWG Plot Date & Time: 2/19/2014 8:48:29 PM Plotted by: Nation Roque







NATURAL GAS LINE WARNING:

EXCAVATION IS IN THE VICINITY OF UNDERGROUND HIGH PRESSURE AND LOW PRESSURE NATURAL GAS LINES. THE PIPELINES ARE SCG OPERATED IN COMPLIANCE WITH FEDERAL AND STATE SAFETY REGULATIONS. SCG STANDBY PERSONNEL ARE RESPONSIBLE FOR ENFORCING THE SAFETY PRECAUTIONS BELOW, AND ARE AUTHORIZED TO HALT THE EXCAVATION IF THESE PRECAUTIONS ARE NOT FOLLOWED:

- ONCE AN SCG REPRESENTATIVE IS ONSITE, THE CONTRACTOR SHALL CAREFULLY HAND DIG WITH SCG APPROVED MEANS AND METHODS WITHIN 2 FEET OF ANY NATURAL GAS TRANSMISSION PIPELINE.
- NO POWER OPERATED EQUIPMENT SHALL BE ALLOWED WITHIN 2 FEET OF ANY PORTION OF THE NATURAL GAS TRANSMISSION LINE.
- IF ANY CONTACT OF THE PIPE IS MADE, EVEN IF THERE IS NO VISIBLE DAMAGE, THE CONTACT AREA MUST BE IMMEDIATELY INSPECTED BY AN SCG WELDING INSPECTOR. THIS MAY SIGNIFICANTLY DELAY THE WORK IF SHORING OR OTHER SAFETY PRECAUTIONS ARE NEEDED TO ALLOW THE INSPECTION.
- CONTRACTOR SHALL CONTACT SCG 10 DAYS PRIOR TO START OF WORK NEAR ANY GAS LINES.

STREET LIGHTING NOTES:

- THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL STREET LIGHTING FACILITIES EXISTING WITHIN THE WORK AREA. SHOULD ANY DAMAGE TO THE EXISTING STREET LIGHTING OCCUR, THE CONTRACTOR SHOULD IMMEDIATELY NOTIFY THE PERMITTING AGENCY.
  - FOR THE CITY OF BEVERLY HILLS NOTIFY TRAFFIC SIGNAL AND STREET LIGHTING FIELD OPERATIONS DIVISION, BY TELEPHONING (310) 285-2467; OR AFTER 4:30 P.M.(3:00 P.M. ON FRIDAYS),
  - THE CONTRACTOR SHALL ARRANGE FOR IMMEDIATE REPAIRS AND RESTORATION TO SERVICE OF THE DAMAGED LIGHTING SYSTEM AT NO COST TO THE CITY. A LICENSED ELECTRICAL CONTRACTOR IS REQUIRED TO MAKE ALL REPAIRS. ALL STREET LIGHTING WORK SHALL BE MADE IN ACCORDANCE WITH THE LATEST EDITION AND SUPPLEMENTS OF THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", GREEN BOOK AS MODIFIED BY THE CITY OF BEVERLY HILLS STDs. AND SPECIFICATIONS.
  - UNAUTHORIZED WORK OR DAMAGE TO THE CIRCUIT COULD RESULT IN SERIOUS INJURY. THE CONTRACTOR SHALL MAKE IMMEDIATE REPAIR TO THE DAMAGED LIGHTING SYSTEM. PULLBOXES (OTHER THAN THOSE SPECIFIED ON THE PLAN) MAY BE INSTALLED ONLY UPON APPROVAL OF THE CITY OF BEVERLY HILLS. WARNING: SAFETY CLEARANCE SHALL BE OBTAINED DAILY FROM AFFECTED UTILITY COMPANY BEFORE DOING ANY WORK ON EXISTING CIRCUIT.

TRAFFIC SIGNAL NOTES:

THE FOLLOWING CONDITIONS SHALL APPLY AT LOCATIONS WHERE CONSTRUCTION INTERFERES WITH EXISTING CITY OF BEVERLY HILLS TRAFFIC SIGNAL PULLBOXES, CONDUITS, DETECTOR LOOPS, OR OTHER EQUIPMENT.

- MATERIALS AND INSTALLATION SHALL, EXCEPT AS OTHERWISE STATED OR PROVIDED HEREWITH, CONFORM TO THE LATEST EDITION AND SUPPLEMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION "GREEN BOOK" ADOPTED BY THE CITY OF BEVERLY HILLS AND THE LATEST EDITION OF THE CITY OF BEVERLY HILLS SPECIAL PROVISIONS AND STANDARD DRAWINGS FOR THE INSTALLATION AND MODIFICATION OF TRAFFIC SIGNALS.
- THE CITY OF BEVERLY HILLS TRAFFIC SIGNAL SUPERVISOR RENATO TALAVERA, TELEPHONE (310) 285-2467 SHALL BE NOTIFIED THREE (3) WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION.
- TRAFFIC SIGNAL CONTROL SHALL BE MAINTAINED AT ALL TIMES. FLASHING, SHUTDOWN, OR TURN ON OF SIGNALS SHALL BE ACCOMPLISHED ONLY BY A CITY OF BEVERLY HILLS TRAFFIC SIGNAL ELECTRICIAN. ARRANGEMENTS FOR ALL SHUTDOWNS SHALL BE MADE 1 WEEK PRIOR TO START OF ANY CONSTRUCTION BY CONTACTING THE CITY OF BEVERLY HILLS TRAFFIC SIGNAL SUPERVISOR RENATO TALAVERA AT (310) 285-2467.
- THE CONTRACTOR SHALL MAINTAIN ALL EXISTING CITY OF BEVERLY HILLS TRAFFIC SIGNS. CONTACT THE CITY OF BEVERLY HILLS TRAFFIC SIGNAL SUPERVISOR RENATO TALAVERA AT (310) 285-2467, THREE (3) WORKING DAYS PRIOR TO CONSTRUCTION FOR REMOVAL OR REINSTALLATION OF SIGNS, ANY SIGNS LOST OR DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- TRAFFIC SIGNAL EQUIPMENT (POLES, CONDUITS, PULLBOXES, LOOPS) INTERFERING WITH CONSTRUCTION MAY BE RELOCATED ONLY WITH PRIOR APPROVAL BY CITY OF BEVERLY HILLS. IN THE EVENT OF DAMAGE TO TRAFFIC SIGNAL EQUIPMENT, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CITY OF BEVERLY HILLS TRAFFIC SIGNAL SUPERVISOR RENATO TALAVERA AT (310) 285-2467 AND SHALL BE RESPONSIBLE FOR IMMEDIATE REPAIR/REPLACEMENT AT NO COST TO THE CITY. REPAIRED OR REPLACED TRAFFIC SIGNAL EQUIPMENT SHALL BE INSPECTED BY THE TRAFFIC SIGNAL INSPECTOR BEFORE CIRCUITS ARE ENERGIZED.
- IN THE EVENT OF DAMAGE TO EXISTING TRAFFIC SIGNAL EQUIPMENT CONDUIT OR DETECTOR LOOPS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CITY OF BEVERLY HILLS TRAFFIC SIGNAL SUPERVISOR RENATO TALAVERA AT (310) 285-2467, AND SHALL BE RESPONSIBLE FOR REPAIR OR REPLACEMENT AT NO COST TO THE CITY WITHIN 48 HOURS. REPAIRED OR REPLACED EQUIPMENT/CONDUIT SHALL BE INSPECTED BY THE TRAFFIC SIGNAL INSPECTOR BEFORE SIGNAL CIRCUIT ARE ENERGIZED.
- IF THE METHOD OF CONSTRUCTION INTERFERES WITH ADEQUATE VISIBILITY OF THE VEHICLE AND/OR THE PEDESTRIAN SIGNAL HEADS AT THEIR EXISTING LOCATIONS, THE CONTRACTOR SHALL PREPARE TEMPORARY AND RESTORATION TRAFFIC SIGNAL PLANS IN SUPPORT OF THE TRAFFIC CONTROL PLAN. NECESSARY TRAFFIC SIGNAL PLANS SHALL BE PREPARED BY A LICENSED CIVIL/TRAFFIC ENGINEER REGISTERED IN THE STATE OF CALIFORNIA AND SUBMITTED TO CITY OF BEVERLY HILLS VIA THE PROJECT ENGINEER FOR APPROVAL PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND INSTALLATION OF TEMPORARY AND PERMANENT TRAFFIC SIGNAL EQUIPMENT.
- THE LOCATION OF EXISTING TRAFFIC SIGNAL CONDUIT AND CITY OF BEVERLY HILLS FIBER CONDUIT SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND DEPTH OF EACH CONDUIT WITHIN THE ROADWAY IN AT LEAST ONE LOCATION, AT THE DEEPEST POINT OF EXCAVATION, PRIOR TO COMMENCING CONSTRUCTION.
- ALL WORK MUST BE PERFORMED BY A LICENSED CONTRACTOR EXPERIENCED IN TRAFFIC SIGNAL CONSTRUCTION.
- CITY OF BEVERLY HILLS WILL INSTALL, REMOVE AND/OR COVER PARKING METER HEADS AS APPROPRIATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING THE PARKING METER POSTS AFFECTED BY CONSTRUCTION ONLY AFTER THE PARKING METER HEADS HAVE BEEN REMOVED BY CITY CREWS. THE CONTRACTOR SHALL CONTACT THE CITY OF BEVERLY HILLS AT (310) 285-2467, 10 WORKING DAYS PRIOR TO PARKING METER REMOVAL.

WORKSITE TRAFFIC CONTROL PLANS:

- SEE TC SERIES TRAFFIC CONTROL PLANS FOR ADDITIONAL NOTES.


COMPLIANCE WITH THE GENERAL PERMIT FOR DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES:

- MINIMUM WATER QUALITY PROTECTION REQUIREMENTS INCLUDE:
  - ERODED SEDIMENTS AND POLLUTANTS MUST BE RETAINED ON SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA STREET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSE OR WIND.
  - STOCKPILES OF EARTH AND OTHER CONSTRUCTION-RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY WIND OR WATER.
  - FUELS, OILS, SOLVENTS AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL NOR THE SURFACE WATERS. ALL APPROVED TOXIC STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
  - NON-STORM WATER RUNOFF FROM THE EQUIPMENT AND VEHICLE WASHING AND ANY OTHER ACTIVITY SHALL BE CONTAINED AT THE PROJECT SITE AND LEGALLY AND PROPERLY DISPOSED OFFSITE.**
  - EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC WAY OR ANY DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON-SITE UNTIL THEY CAN BE APPROPRIATELY DISPOSED OF OR RECYCLED.
  - TRASH AND CONSTRUCTION-RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
  - SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAYS. ACCIDENTAL DEPOSITIONS MUST BE SWEEPED UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR BY ANY MEANS.
  - ALL NEW AND EXISTING STORM DRAIN SYSTEM STRUCTURES MUST BE PROTECTED FROM SEDIMENTATION AND CONCRETE RINSE OR OTHER CONSTRUCTION RELATED DEBRIS AND DISCHARGES WITH GRAVEL OF SAND BAGS. ACCUMULATED DEBRIS MUST BE CLEANED UP AND PROPERLY DISPOSED OF TO PREVENT THE MATERIALS FROM ENTERING OR BEING CARRIED INTO STORMWATER CONVEYANCES PER APPROVED CONSTRUCTION SWPPP.**
  - AFTER THE COMPLETION OF THE WORK, THE WORK SITE MUST BE CLEARED OF DEBRIS AND RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT EXISTING BEFORE CONSTRUCTION.
- WET WEATHER EROSION CONTROL PLAN (WWECP):
  - WHENEVER THE CONSTRUCTION SITE WILL HAVE GRADING BETWEEN OCTOBER 1 AND APRIL 15, THE CONTRACTOR SHALL SUBMIT A WWECP TO THE CITY PROJECT MANAGER FOR APPROVAL WITHIN 30 DAYS AFTER AWARD OF CONTRACT OR GET APPROVAL 30 DAYS PRIOR TO THE BEGINNING OF THE RAINY SEASON, WHICHEVER IS LONGER.
  - GUIDANCE ON PREPARING THE WWECP CAN BE FOUND IN THE STORMWATER BEST MANAGEMENT PRACTICE DESIGN AND MAINTENANCE MANUAL. DOWNLOADED AT [WWW.DPW.LACOUNTY.GOV/DES/DESIGN\\_MANUALS/](http://WWW.DPW.LACOUNTY.GOV/DES/DESIGN_MANUALS/).
- STORM WATER POLLUTION PREVENTION PLAN (SWPPP):
  - THE CONTRACTOR SHALL FILE A "NOTICE OF INTENT" ONCE WITH THE STATE WATER RESOURCES CONTROL BOARD TO COMPLY WITH THE CALIFORNIA GENERAL CONSTRUCTION ACTIVITY STORMWATER PERMIT AND PREPARE AND IMPLEMENT A STORMWATER POLLUTION PREVENTION PLAN (SWPPP). THE CONTRACTOR SHALL COMPLY WITH THE CONSTRUCTION STORM WATER POLLUTION PREVENTION PLAN (SWPPP) THAT THE CONTRACTOR HAS PREPARED USING A QUALIFIED STORMWATER DEVELOPED (QSD) AND SUBMITTED THROUGH "SWQCB SMARTS" SYSTEM. SWPPP REQUIRES APPROVAL BY ENGINEERS REPRESENTATIVE PRIOR TO SUBMITTING TO SMARTS. ALL CONSTRUCTION SWPPP ACTIVITIES ARE TO BE MONITORED BY A QUALIFIED STORMWATER PRACTITIONER (QSP) AND A COPY OF THE APPROVED SWPPP IS TO BE KEPT ONSITE IN FIELD TRAILER OR WORK TRUCKS. WHENEVER THE CONTRACTOR IS REQUIRED TO GET ANY TYPE OF PERMIT FROM THE CITY OF BEVERLY HILLS PUBLIC WORKS DEPARTMENT, THE CONTRACTOR SHALL SHOW A WASTE DISCHARGE IDENTIFICATION NUMBER (WDID) TO PUBLIC WORKS AS PROOF OF SUBMITTAL OF THE NOI. IF THE CONTRACTOR DOES NOT NEED ANY TYPE OF PERMIT FROM THE PUBLIC WORKS DEPARTMENTS, THE CONTRACTOR SHALL SHOW THE WDID TO THE CITY OFFICIALS.**
  - THE PHYSICAL CHARACTERISTICS OF THE PROJECT SITE, THE PLANNED SITE IMPROVEMENTS, AND THE MEANS, METHODS, AND SEQUENCE OF WORK SELECTED BY THE CONTRACTOR MAY AFFECT THE QUALITY OF STORM WATER DISCHARGES FROM THE SITE, BOTH DURING AND AFTER CONSTRUCTION ACTIVITY. ACCORDINGLY, THE SWPPP FOR THE PROJECT SHALL REQUIRE IMPLEMENTATION OF POLLUTANT CONTROL PRACTICES AT THREE LEVELS: 1) SPECIFIC MANDATORY PRACTICES THAT MUST BE IMPLEMENTED AS SPECIFIED; 2) ALTERNATIVE MANDATORY PRACTICES WHERE THE CONTRACTOR SELECTS FROM LISTED PRACTICES THE ALTERNATIVE THAT BEST FIT THE MEANS, METHODS, AND SEQUENCE OF WORK; AND 3) PRACTICES WHERE THE CONTRACTOR SELECTS THE CONTROL PRACTICES THAT BEST FIT THE MEANS, METHODS, AND SEQUENCE OF WORK SO AS TO CONTROL POLLUTANTS IN A MANNER CONSISTENT WITH THE GENERAL PERMIT.
- CONTRACTOR SHALL ASSUME SOLE, COMPLETE, AND CONTINUOUS RESPONSIBILITY FOR THE CONDITIONS AT THE JOB SITE DURING CONSTRUCTION, SHALL FULLY COMPLY WITH ALL REQUIREMENTS, TERMS, AND CONDITIONS IN THE NOI GENERAL PERMIT AND SHALL IMPLEMENT THE SWPPP.
- METRO RETAINS THE RIGHTS AND POWERS TO EFFECT PROMPT CORRECTIVE ACTION UPON FAILURE BY THE CONTRACTOR TO COMPLY WITH ANY REQUIREMENTS, TERMS, OR CONDITIONS IN THE NOI, GENERAL PERMIT, OR SWPPP HOWEVER, THE CITY'S RETAINING OF THESE RIGHTS DOES NOT OBLIGATE METRO TO EFFECT SAID CORRECTIVE ACTION OR TO NOTIFY CONTRACTOR THAT CORRECTIVE ACTION IS REQUIRED. NOR DOES IT RELIEVE THE CONTRACTOR FROM THE FULL RESPONSIBILITY TO COMPLY. CONDITIONS OF NON-COMPLIANCE DUE TO ANY ACTION OR INACTION OF ANY SUBCONTRACTOR, MATERIAL SUPPLIER, PROVIDER OF SERVICE, OR WORKER ON THE ACCOUNT OF THE CONTRACTOR SHALL BE CONSIDERED A FAILURE BY THE CONTRACTOR TO COMPLY.


COMPLIANCE WITH THE GENERAL PERMIT FOR DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES:

(CONTINUED)

- CONTRACTOR SHALL DESIGNATE IN WRITING THE NAME AND TELEPHONE NUMBER OF THE PERSON RESPONSIBLE FOR IMPLEMENTING THE SWPPP. THE DESIGNATED PERSON SHALL BE AVAILABLE 24 HOURS PER DAY, SEVEN DAYS PER WEEK AND SHALL HAVE THE AUTHORITY TO RESPOND TO STORM WATER POLLUTION ISSUES AND TO IMPLEMENT CORRECTIVE AND PREVENTATIVE MEASURES AS REQUIRED. THE DESIGNATED PERSON AND THE TELEPHONE NUMBER SHALL BECOME PART OF THE SWPPP, A DOCUMENT AVAILABLE TO THE PUBLIC.



**Metro**



777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR      LIC. # C64154; EXPIRES 12/31/14 DATE

REGISTERED PROFESSIONAL ENGINEER  
ZAFER MUDAR  
No. C64154  
EXPIRES: 12/31/2014  
CIVIL  
STATE OF CALIFORNIA

SCALE: NONE		
F.B. NO.	F.B.NO. PAGE	TO
DESIGNED Z. MUDAR	DATE	02/07/14
DRAWN R. NACION	DATE	02/07/14
CHECKED N. HUMBY	DATE	02/07/14
2/21/14	ISSUED FOR SOLICITATION	ZM
DATE	REVISION	BY

C1056 AUR CONTRACT DRAWING NO. G-251

PROJECT: BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE / LA CIENEGA STATION  
GENERAL NOTES  
SHEET 2 OF 2

SUBMITTED \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER

JOB NO. 1335

DRAWING NO. 7443

SHEET 7 OF 76 SHEET

CITY OF BEVERLY HILLS, CALIFORNIA  
CIVIL ENGINEERING DEPARTMENT



NOTICE TO CONTRACTOR:

1. SPECIFICATIONS: ALL WORK SHALL CONFORM TO THE LATEST EDITION AND SUPPLEMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC) "GREEN BOOK", AND THE LATEST EDITION OF THE CITY OF BEVERLY HILLS SPECIAL PROVISIONS AND STANDARD DRAWINGS.
2. EXISTING SEWAGE FLOWS IN PRIVATE OR PUBLIC SEWER SYSTEMS COULD BE COMPROMISED, BLOCKED OR SPILLED DURING THE CONSTRUCTION OF THIS IMPROVEMENT. THE CONTRACTOR SHALL COMPLY WITH THE CITY'S POLICY OF ZERO SEWER SPILL. THE CONTRACTOR IS DIRECTED TO PREPARE PRIOR TO COMMENCEMENT OF CONSTRUCTION, AN APPROVED EMERGENCY SPILL RESPONSE PLAN AND APPROVED BYPASS PLAN. BOTH PLANS ARE REQUIRED PRIOR TO START OF WORK AND SHALL BE AVAILABLE FOR THE CITY OF BEVERLY HILLS INSPECTOR. EMERGENCY CONTACT NUMBERS FOR PERSONNEL OF ENGINEERS REPRESENTATIVE AND THE CITY OF BEVERLY HILLS SHALL BE INCLUDED. ALL COSTS TO THE CONTRACTOR ASSOCIATED WITH SEWER BYPASS REQUIREMENTS SHALL BE INCLUDED IN THE PRICE FOR OTHER RELATED BID ITEMS ASSOCIATED WITH SANITARY SEWER RELOCATION. THE CONTRACTOR SHALL PROVIDE INTERIM SEWER SERVICES FOR LOCAL USERS IF THE SERVICE IS TO BE INTERRUPTED FOR MORE THAN 10 HOURS.
3. EXCAVATE AND EXPOSE THE EXISTING SEWER FOR VERIFICATION OF THE INVERT ELEVATION BY THE ENGINEERS REPRESENTATIVE. ANY NECESSARY ELEVATION OR GRADE ADJUSTMENT TO PLAN SHALL BE AS DETERMINED BY THE ENGINEERS REPRESENTATIVE AND AS APPROVED BY THE CITY OF BEVERLY HILLS PRIOR TO THE COMMENCEMENT OF PIPE INSTALLATION BY THE CONTRACTOR.
4. HOUSE CONNECTIONS RECONNECTION: BEFORE RECONNECTING THE EXISTING HOUSE CONNECTION (H.C.) LATERALS TO THE NEW SEWER, THE HOUSE CONNECTION SHALL BE CCTV'D TO DETERMINE SUFFICIENCY TO ADEQUATELY CONVEY FLOW. DETERMINATION SHALL BE MADE BY AND IN THE PRESENCE OF CITY OF BEVERLY HILLS PERSONNEL. IF THE EXISTING LATERAL IS FOUND TO BE DAMAGED, IT SHALL BE REPAIRED OR ABANDONED AND A NEW TEMPORARY LATERAL SHALL BE CONSTRUCTED. IF THE EXISTING HOUSE CONNECTION LATERAL WITHIN THE PUBLIC RIGHT-OF-WAY IS 4-INCH DIAMETER, IT SHALL BE REPLACED WITH 6-INCH DIAMETER PIPE TO THE POINT OF CONNECTION.
5. HOUSE CONNECTION RE-CONNECTION: PRIOR TO CITY OF BEVERLY HILLS APPROVAL FOR PLACEMENT OF SIDEWALK, CURB AND GUTTER OR PAVEMENT, THE RECONNECTED TEMPORARY HOUSE CONNECTION LATERALS SHALL BE CCTV'D TO DETERMINE SUFFICIENCY TO ADEQUATELY CONVEY FLOW. DETERMINATION SHALL BE MADE BY AND IN THE PRESENCE OF CITY OF BEVERLY HILLS PERSONNEL. IF THE RECONNECTED LATERAL IS FOUND TO BE DEFICIENT, IT SHALL BE REPAIRED OR LINED AS NECESSARY OR ABANDONED AND A NEW LATERAL, SHALL BE CONSTRUCTED.
6. ALL SEWER MANHOLES SHOWN HEREON SHALL BE ADJUSTED TO FINISHED GRADE IN ACCORDANCE WITH GREEN BOOK AND THE CITY OF BEVERLY HILLS STANDARDS AND SPECIFICATIONS.
7. THE CONTRACTOR IS ADVISED THAT FOR ALL REPAIRS TO THE LIVE SEWERS, SUBMITTALS DETAILING THE CONTRACTORS CHOSEN METHOD OF BYPASS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR APPROVAL. ALL COSTS TO THE CONTRACTOR ASSOCIATED WITH SEWER BYPASS REQUIREMENTS SHALL BE INCLUDED IN THE BID PRICES. THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THE POLLUTION CONTROL – SEWAGE SPILL PREVENTION AND RESPONSE REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE INTERIM SEWER SERVICE FOR LOCAL USERS IF SERVICE IS TO BE INTERRUPTED, AT NO ADDITIONAL COST TO THE OWNER OR METRO.
8. THE CONTRACTOR SHALL NOT SHUT OFF WATER SERVICE AT THE CURB AT ANY TIME. SHOULD THE CONTRACTOR REQUIRE THE WATER SERVICE TO BE SHUT OFF TO THE PRIVATE PROPERTY, ARRANGEMENTS SHALL BE MADE SOLELY BY THE CONTRACTOR WITH THE PROPERTY OWNER AS APPROVED BY THE CITY OF BEVERLY HILLS AND THE CONTRACTOR SHALL PROVIDE THE PROPERTY OWNER WITH AT LEAST 48 HOURS PRIOR NOTICE.
9. ALL EXISTING HOUSE CONNECTIONS (HC) WITHIN THE LIMITS OF SEWER REPLACEMENT SHOWN HEREIN SHALL BE RECONNECTED TO THE NEW SEWER, INCLUDING THOSE WHICH MAY BE DISCOVERED DURING CONSTRUCTION AND ARE NOT SHOWN ON THE CONSTRUCTION DRAWINGS. ALL BLIND OR CAPPED WYES WITHIN THE LIMITS OF MAIN LINE SEWER CONSTRUCTION ZONE SHALL BE FIELD LOCATED AND RECORDED ON THE AS-BUILT RECORD PLANS AS APPROVED BY THE CITY OF BEVERLY HILLS FOR FUTURE USE.
10. SULFATE RESISTANT CONCRETE: TYPE II LOW ALKALI PORTLAND CEMENT CONFORMING TO ASTM C150 WITH A MINIMUM WEIGHT 658 POUNDS PER CUBIC YARD OF CONCRETE OR AS SPECIFIED IN THE GREEN BOOK, WHICHEVER IS MORE STRINGENT. CONCRETE TYPE SHALL BE USED FOR ALL CONCRETE STRUCTURES, INCLUDING CONCRETE FOR PIPE CONDUITS AND PRECAST CONCRETE SEWER MAINTENANCE HOLES ON THIS PROJECT.
11. TELEVISION (CCTV) INSPECTION: PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO START OF CONSTRUCTION. PRE AND POST-INSTALLATION CCTV INSPECTION OF LINE IS REQUIRED BETWEEN MH's TO CONFIRM NUMBER AND LOCATION OF EXISTING LATERALS AND TO VERIFY THAT NO DAMAGE WAS DONE TO THE PIPE DURING ITS INSTALLATION. CCTV INSPECTION SHALL BE DONE IN ACCORDANCE WITH CCTV INSPECTION REQUIREMENTS ON THIS SHEET. SEPARATE COPIES OF ALL DOCUMENTATION REQUIRED SHALL BE PROVIDED TO THE ENGINEERS REPRESENTATIVE AND THE CITY OF BEVERLY HILLS INSPECTOR. FINAL ACCEPTANCE OF THE PIPELINE INSTALLATION SHALL BE SUBJECT TO APPROVAL OF THE RESULTS OF THE CCTV INSPECTION.
12. WHERE THE SEWER IS TO BE PLACED WITHIN A FILL, THE CONTRACTOR SHALL FIRST COMPACT THE FILL A MINIMUM OF 42-INCHES ABOVE THE TOP OF PIPE BEFORE TRENCH EXCAVATION TO LAY PIPE.
13. ALL TRENCH EXCAVATIONS FOR SEWER UTILITIES SHALL BE BACKFILLED USING SLURRY BACKFILL 100-E-100 OF THE GREEN BOOK.
14. THE CONTRACTOR SHALL PROVIDE ADEQUATE CONSTRUCTION COVERS WHICH SHALL BE ABLE TO WITHSTAND TEMPORARY CONSTRUCTION AND/OR TRAFFIC LOADS. THE CONTRACTOR SHALL INSTALL ODOR TIGHT COVERS AT ALL OPENINGS MADE IN THE SEWERS.
15. THE CONTRACTOR'S ATTENTION IS DRAWN TO THE NATURE OF GASES WITHIN THE EXISTING SEWERS. THE GASES CONSIST OF METHANE, HYDROGEN SULFIDE, AND OTHER EXPLOSIVE AND/OR HAZARDOUS GASES. NO PERSON SHALL ENTER THE EXISTING SEWER WITHOUT ADEQUATE VENTILATION AND APPROPRIATE SAFETY EXTRACTION APPARATUS AND HARNESS.

(CONTINUED)

17. INSTALL 33" DIAMETER FRAME AND COVER ON 5' DIAMETER MANHOLES OR LARGER PER STANDARD PLAN BH 209 AND 27" DIAMETER FRAME AND COVER ON 4' DIAMETER MANHOLES PER STANDARD PLAN BH 208.
18. ABANDONMENT OF EXISTING SEWER LINES AND MANHOLES SHALL CONFORM TO THE GREEN BOOK SECTION 306-5.
19. ALL EXISTING SEWER LINES WHICH ARE TO BE ABANDONED, SHALL HAVE EXISTING HOUSE CONNECTIONS FIELD LOCATED USING CCTV AND RECORDED ON ASBUILT DRAWINGS FOR APPROVAL BY METROS AUTHORIZED REPRESENTATIVE AND THE CITY OF BEVERLY HILLS. CONTRACTOR SHALL MAINTAIN OPERATION OF ALL HOUSE CONNECTIONS DURING CONSTRUCTION.

CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION REQUIREMENTS:

1. CLEANING PIPELINES: BEGIN AFTER PREPARATORY WORK IS COMPLETED AND INSPECTED.

A. ASSESS THE SITE AND DETERMINE THE APPROPRIATE PIPELINE CLEANING EQUIPMENT.

B. PIPELINE CLEANING OPERATIONS: PROTECT THE EXISTING PIPELINE, MAINTENANCE HOLE, AND OTHER IMPROVEMENTS FROM DAMAGE. IN PARTICULAR, METALLIC PARTS OF CLEANING EQUIPMENT MAY NOT COME IN DIRECT CONTACT WITH PIPE OR MAINTENANCE HOLE SHAFTS THAT ARE PLASTIC, PLASTIC-LINED, OR PLASTIC-COATED. CLEANING OPERATIONS MAY NOT SURCHARGE LATERALS OR OTHERWISE CAUSE FLOW OR GASSES TO ENTER SERVICE CONNECTIONS.

C. PIPELINE CLEANING EQUIPMENT: USE EQUIPMENT THAT CAN BE QUICKLY DISMANTLED DURING AN EMERGENCY AND ALLOW PIPE FLOW TO RESUME.

D. CLEAN AND REMOVE ALL DEBRIS FROM PIPELINES: USE WATER JETS, HYDRO FLUSHERS, ROOT CUTTERS, GRINDERS, BUCKETS OR OTHER CITY OF BEVERLY HILLS APPROVED METHODS TO REMOVE PROTRUDING LATERALS, ROOTS, SLUDGE, ORGANIC MATTER, GRIT, AGGREGATE, BRICKS AND OTHER DEBRIS FROM THE ENTIRE PIPELINE CIRCUMFERENCE ALONG THE INTENDED REACH. CONTINUE WITH ADDITIONAL CLEANING PASSES UNTIL DEBRIS IS NO LONGER GENERATED. THROUGH A MAINTENANCE HOLE OR OTHER ACCESS, RETRIEVE AND PROPERLY DISPOSE OF ROOTS, ROOT BALLS, GREASE, GRIT ACCUMULATIONS, RAGS, PIPE FRAGMENTS, BRICKS AND OTHER DEBRIS. EXCAVATE TO REMOVE BLOCKAGES AND DEBRIS THAT REMAIN FROM UNSUCCESSFUL PIPELINE CLEANING OPERATIONS. APPLY A REMEDIAL POINT REPAIR AND COMPLETE CLEANING OPERATIONS.

E. VERIFY THE CLEANED PIPELINE CONDITION AND DIMENSIONS.
2. TELEVISION INSPECTION

A. IMMEDIATELY FOLLOWING CLEANING OR PIPE PROOFING OR PIPE INSTALLATION, INSPECT THE PIPE BY CLOSED-CIRCUIT TELEVISION (CCTV) AT THE NEXT EXPECTED LOW FLOW. VERIFY THE HOST PIPE CONDITION, EFFECTIVENESS OF CLEANING, IDENTIFICATION OF SERVICE LATERAL LOCATIONS PROOFING OR INSTALLATION OPERATIONS. RECORD THE INSPECTION USING A DIGITAL VIDEO DISC (DVD). DELIVER ONE (1) COPY TO THE ENGINEERS REPRESENTATIVE AND ONE (1) COPY TO THE CITY OF BEVERLY HILLS INSPECTOR OF THE ORIGINAL DVDS, AUDIO COMMENTARY, LOG SHEETS, AND REPORTS AT THE CLOSE OF EACH WORKING DAY. THE CONTRACTOR MAY PRODUCE DUPLICATES FOR ITS OWN USE.

B. CCTV EQUIPMENT:

CAMERA: REMOTE-CONTROLLED, FOCUS FROM 150 MM (6") TO INFINITY. RESOLUTION AT 13.8 LINES PER MM (350 LINES PER INCH), MINIMUM. DURING THE REINSTATEMENT OF LATERALS, ONLY USE "ROTATING LENS" OR "PAN AND TILT" CAMERAS.

FOOTAGE COUNTER: ACCURATE WITHIN ±1%. INCLUDE THE REAL TIME COUNTER MEASUREMENT AS A CAPTION ON THE RECORDED TAPE. USE MAINTENANCE HOLE STATIONS AND MAINTENANCE HOLE NUMBERS AS REFERENCES.

TELEVISION MONITOR: COLOR, MINIMUM 13.8 LINES PER MM(350 LINES PER INCH) RESOLUTION.

LIGHTING: ADEQUATE TO FULLY ILLUMINATE THE PIPELINE AND POSITIONED TO NOT PRODUCE GLARE.

MOBILITY: CAPABLE OF STEADILY TRAVELING WITH OR AGAINST THE FLOW. THE MAXIMUM SPEED WHILE INSPECTING AND RECORDING IS 9 M PER MINUTE (30 FEET PER MINUTE).

C. QUALITY OF CCTV INSPECTION RECORD: THE RECORDED VIDEO IMAGE MUST CLEARLY SHOW THE FULL CIRCUMFERENCE OF THE PIPELINE, IN FOCUS, WITH ADEQUATE LIGHTING TO SEE DETAIL, WITH UNIFORM AND STEADY TRAVEL, AND DEPICTING THE DATE AND TIME OF INSPECTION, FOOTAGE OF TRAVEL, STREET, PROJECT TITLE AND PIPE SIZE. AT LATERALS, SERVICE CONNECTIONS, AND PIPE DEFECTS, PROVIDE A CLOSER, MORE DETAILED EXAMINATION AND DOCUMENT THE ORIENTATION, LOCATION, AND SIZE. THE WRITTEN RECORDS MUST FURTHER DESCRIBE THOSE LATERALS, SERVICE CONNECTIONS, AND PIPE DEFECTS AND INDEX THEM TO THEIR LOCATION ON THE VIDEO RECORD.

D. IF DEBRIS IS ENCOUNTERED, RETRIEVE THE CCTV UNIT, RE-CLEAN THE PIPELINE, AND RESUME CCTV INSPECTION.

M

Metro

PARSONS  
BRINCKERHOFF

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE



SCALE: NONE		
F.B. NO.	F.B.NO.	PAGE -- TO --
DESIGNED	Z. MUDAR	DATE 02/07/14
DRAWN	R. NACION	DATE 02/07/14
CHECKED	Z. MUDAR	DATE 02/07/14
2/21/14	ISSUED FOR SOLICITATION	ZM
DATE	REVISION	BY

C1056 AUR CONTRACT DRAWING NO. G-252

PROJECT:

BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS

WILSHIRE / LA CIENEGA STATION  
SANITARY SEWER GENERAL NOTES

SUBMITTED \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER

JOB NO. 1335

DRAWING NO. 7443  
SHEET 8 OF 76 SHEET


CITY OF BEVERLY HILLS, CALIFORNIA  
CIVIL ENGINEERING DEPARTMENT


WATER GENERAL NOTES:

1. CONTRACTOR OR ITS SUBCONTRACTOR PERFORMING THE WATER RELOCATION WORK MUST CONDUCT ALL WATER LINE CONSTRUCTION AND WORKMANSHIP IN ACCORDANCE WITH THE LATEST EDITION AND SUPPLEMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC) "GREEN BOOK" AND THE LATEST EDITION OF THE CITY OF BEVERLY HILLS SPECIAL PROVISIONS AND STANDARD DRAWINGS.
2. PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL FIELD CONFIRM BY POT HOLING THE BEARING AND ELEVATION OF THE EXISTING WATER LINES BEING RELOCATED AND ADJUST NEW PIPE LENGTH AND FITTINGS AS APPROPRIATE TO MAKE CONNECTION. IF FIELD CONFIRMATION SHOWS DESIGN CONFLICT, CONTRACTOR SHALL SUBMIT THE POT HOLING AND ANY OTHER RELATED INFORMATION TO ENGINEERS REPRESENTATIVE AND THE CITY OF BEVERLY HILLS FOR CLARIFICATION.
3. CONTRACTOR SHALL POT HOLE ALL UTILITIES WITHIN 3 FT OF CONSTRUCTION ZONE WHETHER SHOWN OR NOT SHOWN ON THESE PLANS.
4. COST OF POT HOLING SPECIFIED HEREIN, ELSEWHERE ON THESE PLANS AND/OR REQUIRED BY THE PERMITTING AGENCIES SHALL BE INCLUDED IN THE CONTRACTOR BID PRICE.
5. DIMENSIONS AS SHOWN ON THESE PLANS DO NOT PROVIDE EXACT LENGTHS OF THE PIPE SEGMENTS DUE TO VERTICAL COMPONENT. THE CONTRACTOR SHALL PERFORM INDEPENDENT FIELD VERIFICATION AND ADJUST PIPE LENGTHS AS REQUIRED TO MEET THE INTENT OF THE WATERLINE RELOCATION MODIFICATIONS. ANY DISCREPANCY REQUIRING CLARIFICATION SHALL BE SUBMITTED TO THE ENGINEER'S REPRESENTATIVE DURING THE BID PERIOD. ANY REQUEST FOR ADDITIONAL COST DUE TO FAILURE OF THE CONTRACTOR TO PERFORM INDEPENDENT QUANTITY CALCULATIONS WILL NOT BE ACCEPTED.
6. CONTRACTOR TO RETURN ANY SALVAGEABLE PARTS, INCLUDING BUT NOT LIMITED TO OLD FIRE HYDRANTS AND OLD WATER METER VALVES TO CITY OF BEVERLY HILLS AS DIRECTED BY CITY INSPECTORS OR METRO'S AUTHORIZED REPRESENTATIVE.
7. CONTRACTOR TO PREPARE PHASING PLAN FOR ALL WATER LINE RELOCATION SERVICE CONNECTIONS AND OBTAIN METRO'S AUTHORIZED REPRESENTATIVE AND CITY OF BEVERLY HILLS APPROVAL.
8. ALL PIPES ABANDONED AS PART OF NEW CONSTRUCTION SHALL BE END-CAPPED AND SEALED PER GREEN BOOK SPEC 306-6.
9. CONTRACTOR TO FIELD VERIFY ALL SERVICE CONNECTIONS AND RECONNECT ANY SERVICE CONNECTION THAT MAY NOT BE SHOWN ON PLANS.
10. ALL MATERIALS USED ON THIS PROJECT SHALL BE APPROVED BY THE CITY OF BEVERLY HILLS.

### SHUTDOWN PLAN REQUIREMENTS:

1. WATER SERVICE TO CUSTOMERS SHALL BE MAINTAINED CONTINUOUSLY THROUGHOUT CONSTRUCTION OF THE PROJECT. ALL CITY OF BEVERLY HILLS CUSTOMERS ARE REQUIRED TO BE ACCOMMODATED DURING PLANNED WATER OUTAGES BY THE CONTRACTOR. OUTAGES SHALL MINIMIZE IMPACTS TO CUSTOMERS BY SCHEDULING THEM DURING OFF PEAK HOURS, INCLUDING NIGHT TIME CONSTRUCTION, PROVIDING BOTTLE WATER AND TEMPORARY FACILITIES, COMPENSATION FOR LOSS OF BUSINESS, AND MAY ALSO INCLUDE CONTINUOUS TEMPORARY POTABLE WATER SUPPLY AT A MINIMUM OF 40 PSI PRESSURE THROUGHOUT THE OUTAGE. HIGHER PRESSURES MAY BE REQUIRED TO CUSTOMERS FOR PROCESS PURPOSES, FIRE SERVICES AND HYDRANTS. DESIGN OF THE TEMPORARY WATER SUPPLY SYSTEM SHALL BE PRESSURE TESTED AND DISINFECTED PRIOR TO BEING PLACED IN SERVICE. INPUT ON THE ACCOMMODATION IS BASED ON CUSTOMERS AND CITY OF BEVERLY HILLS. CUSTOMERS SHALL BE INDIVIDUALLY NOTIFIED IN WRITING A MINIMUM OF TWO WORKING DAYS IN ADVANCE OF WATER OUTAGES.
2. THE CONTRACTOR IS TO SUBMIT A SHUTDOWN PLAN FOR THE PLANNED WATER OUTAGE TO CITY OF BEVERLY HILLS FOR APPROVAL.
3. THE CONTRACTOR SHALL PROVIDE IDENTIFICATION OF ALL PERSONNEL PERFORMING WORK. THIS INCLUDES SUBCONTRACTOR(S), FOREMAN(WEN), WELDER(S), EMERGENCY BACK-UP(S). WELDER(S) MUST BE PRE-APPROVED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
4. THE CONTRACTOR SHALL FURNISH A DETAILED SHUTDOWN SCHEDULE. THIS LIST SHALL INCLUDE A CLEAR SEQUENCE OF EVENTS WITH START AND END TIMES OF ACTIVITIES. DETAILS FOR EACH TASK INVOLVED IN THE SHUTDOWN SHALL ALSO BE INCLUDED. PERSONNEL'S SHIFT SCHEDULE SHALL ALSO BE PROVIDED. PLEASE NOTE THAT THE CITY OF BEVERLY HILLS MAY IMPOSE A TIME LIMITATION IF SCHEDULE DEEMED A WORKER SAFETY HAZARD. SHUTDOWN SCHEDULE IS SUBJECT TO APPROVAL BY THE CITY OF BEVERLY HILLS WATER DEPARTMENT. SHUTDOWN MAY, AT ANY TIME, BE CANCELLED BASED ON THE CITY OF BEVERLY HILLS WATER OPERATION NEEDS.
5. THE CONTRACTOR SHALL MAKE AVAILABLE TO THE CITY OF BEVERLY HILLS THE FOLLOWING: APPROVED SHORING PLANS (WITH CALCULATIONS), APPROVED WORKSITE TRAFFIC PLANS, AND ANALYSIS OF PROPOSED VALVE CLOSURES. VALVE CLOSURE ANALYSIS MUST PROVIDE SAFE WORKING CONDITIONS. VALVE RESTRAINT DETAILS SHALL ALSO BE PROVIDED WHERE APPLICABLE/NECESSARY.
6. THE CONTRACTOR SHALL PROVIDE PROOF, BY WAY OF VISUAL INSPECTION BY A CITY OF BEVERLY HILLS INSPECTOR, THAT ALL MATERIAL FOR THE PROPOSED SHUTDOWN IS IN THE CONTRACTOR'S POSSESSION. ALL EQUIPMENT PROPOSED FOR USE DURING THE SHUTDOWN MUST ALSO BE PROVIDED. THIS LIST SHALL INCLUDE DETAILS SUCH AS, BUT NOT LIMITED TO, PUMP SIZE/TYPE FOR DEWATERING AND TYPE/SIZE OF CONSTRUCTION EQUIPMENT TO BE USED.
7. THE CONTRACTOR SHALL FURNISH, UPON REQUEST, ALL PERMITS REQUIRED FOR CONSTRUCTION. THIS INCLUDES, AS APPLICABLE, UTILITY PERMITS, NPDS DISCHARGE PERMITS, SWPPP, AND OTHER PERMITS REQUIRED FOR CONSTRUCTION.
8. THE CONTRACTOR SHALL FURNISH A DETAILED CUSTOMER MITIGATION SUMMARY. THIS LIST SHALL INCLUDE, CUSTOMERS/BUSINESSES AFFECTED BY THE SHUTDOWN AND A DESCRIPTION OF PROPOSED ACCOMMODATION FOR EACH CUSTOMER/BUSINESS. A CITY OF BEVERLY HILLS INSPECTOR MUST BE PRESENT DURING ACCOMMODATION DISCUSSIONS WITH THE CUSTOMERS/BUSINESSES AFFECTED. PLEASE NOTE THAT ALL CUSTOMERS/BUSINESS AFFECTED MUST BE SATISFIED WITH THE ACCOMMODATION PLANS PROPOSED PRIOR TO COMMENCEMENT OF ANY WORK.
9. A COMPLETE SHUTDOWN SUBMITTAL PACKAGE, WHICH INCLUDES ALL ITEMS LISTED ABOVE, MUST BE SUBMITTED TO THE CITY OF BEVERLY HILLS AT LEAST 4 WEEKS PRIOR TO SCHEDULED WORK.
10. THE CONTRACTOR SHALL TAKE NOTE THAT ADDITIONAL INFORMATION AND/OR SUBMITTALS MAY BE REQUIRED SUBJECT TO SPECIFIC PROJECT PARAMETERS.

 <b>Metro</b>  <b>PARSONS BRINCKERHOFF</b>	LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
	777 SOUTH FIGUEROA ST. 11TH FLOOR LOS ANGELES, CA 90017
	PREPARED UNDER THE SUPERVISION OF:  NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE

		SCALE: NONE	
F.B.NO.		F.B.NO. PAGE -- TO --	
DESIGNED	Z. MUDAR	DATE	02/07/14
DRAWN	R. NACION	DATE	02/07/14
CHECKED	N. HUMBY	DATE	02/07/14
2/21/14	ISSUED FOR SOLICITATION		ZM
DATE	REVISION		BY


<b>C1056 AUR CONTRACT DRAWING NO. G-253</b>	
<b>PROJECT:</b>	<b>BEVERLY HILLS</b>
<b>WESTSIDE SUBWAY EXTENSION ADVANCED UTILITY RELOCATIONS</b>	
<b>WILSHIRE / LA CIENEGA STATION WATER GENERAL NOTES</b>	
<b>SUBMITTED</b> _____	<b>DATE</b> _____
<b>APPROVED</b> _____	<b>DATE</b> _____
_____ <small>CITY ENGINEER</small>	
<b>JOB NO.</b> <b>1335</b>	<b>DRAWING NO.</b> <b>7443</b>
<b>SHEET</b> <b>9</b> <b>OF</b> <b>76</b> <b>SHEET</b>	
<b>CITY OF BEVERLY HILLS, CALIFORNIA</b> <small>CIVIL ENGINEERING DEPARTMENT</small>	

GENERAL NOTES FOR EXCAVATION AND SHORING SYSTEM:

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC) "GREEN BOOK" AND THE LATEST EDITION OF THE CITY OF BEVERLY HILLS SPECIAL PROVISIONS AND STANDARD DRAWINGS.
- THE CONSTRUCTION SAFETY ORDERS OF THE CALIFORNIA DIVISION OF OCCUPATIONAL SAFETY AND HEALTH SHALL APPLY TO ALL EXCAVATIONS.
- SHORING PLANS SHALL BE IMPLEMENTED BY THE CONTRACTOR'S COMPETENT PERSONS AS DEFINED BY TITLE 8, CHAPTER 4, SECTION 1504(A) OF THE STATE OF CALIFORNIA SAFETY ORDERS.
- SHORING PLANS SHALL BE PREPARED IN ACCORDANCE WITH THE PROVISIONS OF TITLE 8, CHAPTER 4, SECTION 1541.1(C) (4) OF THE STATE OF CALIFORNIA SAFETY ORDERS.
- BEFORE COMMENCING ANY EXCAVATION, THE CONTRACTOR SHALL OBTAIN AN UNDERGROUND SERVICE ALERT (USA) INQUIRY I.D. NUMBER. TWO WORKDAYS, SHALL BE ALLOWED AFTER THE I.D. NUMBER IS OBTAINED AND BEFORE THE EXCAVATION WORK IS STARTED SO THAT UTILITY OWNERS CAN BE NOTIFIED. IF THE UTILITY OWNER IS THE CITY, A CONFIRMATION NUMBER INDICATING THE CITY HAS BEEN NOTIFIED SHALL BE OBTAINED BY USA AND/OR THE CONTRACTOR FROM THE APPROPRIATE CITY DEPARTMENT. THE I.D. NUMBER TOGETHER WITH THE DATE ACQUIRED SHALL BE REPORTED TO THE INSPECTOR WHEN CALLING FOR INSPECTION. I.D. NUMBERS WILL NOT BE GIVEN MORE THAN TEN (10) WORKDAYS BEFORE STARTING EXCAVATION WORK.
- THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES, DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO STARTING ANY WORK. THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES OR INCONSISTENCIES BEFORE PROCEEDING FURTHER WITH THE WORK.
- THE CONTRACTOR'S COMPETENT PERSON(S) SHALL BE ON-SITE CONTINUOUSLY OBSERVING THE EXCAVATION PROCESS AND SHALL BE THE RESPONSIBLE PARTY IN THE DETERMINATION OF THE SOIL TYPE EXPOSED IN THE EXCAVATION WALLS. IF THE SOIL TYPE ENCOUNTERED IS WORSE THAN THE ONE SPECIFIED ON THE PLANS, THE EXCAVATION SHALL BE IMMEDIATELY STOPPED AND BACKFILLED. A NEW SET OF SHORING PLANS SHALL THEN BE PREPARED AND STAMPED BY CALIFORNIA REGISTERED CE/SE AND SUBMITTED TO CITY FOR REVIEW AND APPROVAL.
- THE CONTRACTOR'S COMPETENT PERSON(S) SHALL ALSO BE RESPONSIBLE FOR EVALUATING THE POTENTIAL FOR CAVING AND SLOUGHING OF THE EXCAVATION WALLS AND WHETHER OR NOT THE EXCAVATION CAN BE COMPLETED TO THE REQUIRED DEPTH USING THE PROPOSED SHORING METHODS WITHOUT CAVING AND SLOUGHING OF THE EXCAVATION WALLS.
- IF THE CONTRACTOR'S COMPETENT PERSON(S) DETERMINES THE EXCAVATION WALLS COULD BE SUSCEPTIBLE TO SLOUGHING AND CAVING, THE EXCAVATION SHALL BE IMMEDIATELY STOPPED AND BACKFILLED. AN ALTERNATIVE SHORING SYSTEM SHALL THEN BE DESIGNED AND STAMPED BY CALIFORNIA LICENSED CE/SE AND SUBMITTED FOR CITY REVIEW AND APPROVAL.
- THE USE OF THE CONTRACTOR PROPOSED EXCAVATION SUPPORT SYSTEMS MAY RESULT IN CAVING AND/OR RAVELING OF THE TRENCH WALLS OR LOOSENING OF THE SOILS BEHIND THE TRENCH WALLS PRIOR TO INSTALLATION OF THESE TYPES OF SHORING OR FOLLOWING THE REMOVAL OF THESE SHORING TYPES. THESE ACTIVITIES MAY RESULT IN ADDITIONAL EARTHWORK AND PAVEMENT REPAIR FOR THE CONTRACTOR. ANY ADDITIONAL WORK TO REMOVE ANY LOOSENEED SOILS, TO FILL ANY VOIDS OR TO REPAIR ADJACENT PAVEMENTS SHALL BE PERFORMED BY THE CONTRACTOR AT NO ADDITIONAL COST.

GENERAL EXCAVATION AND SHORING STRUCTURAL NOTES:

- STEEL BEAMS AND PLATES:   ASTM A36, FY = 36 KSI   UNLESS SPECIFIED OTHERWISE
- WELDING:   E70XX
- TIMBER LAGGING:   DOUGLAS FIR GRADE 2 OR BETTER
- ALUMINUM RAIL:   ALLOY 6061-T6, FY = 35 KSI
- MAXIMUM LATERAL DEFLECTION OF TEMPORARY SHORING SHALL BE LIMITED TO 1/2 INCH.
- SPECIFICATIONS FOR HYDRAULIC CYLINDERS:
  - 2-INCH CYLINDERS SHALL BE A MINIMUM 2-INCH INSIDE DIAMETER WITH A SAFE WORKING CAPACITY OF NOT LESS THAN 18,000 POUNDS AXIAL COMPRESSIVE LOAD AT MAXIMUM EXTENSION. MAXIMUM EXTENSION IS TO INCLUDE FULL RANGE OF CYLINDER EXTENSIONS AS RECOMMENDED BY PRODUCT MANUFACTURER.
  - 2-INCH DIAMETER CYLINDERS, USED IN THE TRENCH WIDTH OVER 8 FEET AND UP TO 12 FEET, SHALL HAVE STRUCTURAL STEEL   TUBE (3.5 X 3.5 X 0.1875) OVERSLEEVES.
  - 3-INCH CYLINDER SHALL BE MINIMUM 3-INCH INSIDE DIAMETER WITH A SAFE WORKING CAPACITY OF NOT LESS THAN 30,000 POUNDS AXIAL COMPRESSIVE LOAD AT EXTENSIONS AS RECOMMENDED BY PRODUCT MANUFACTURER.
- TEMPORARY TRENCH PLATE:
  - ALL WORK SHALL CONFORM TO BEVERLY HILLS STANDARD PLAN BH 113.
  - TEMPORARY TRENCH PLATES SHALL BE MADE OF ASTM A36 STEEL.
  - ANY TEMPORARY TRENCH PLATE SHALL BE DESIGNED FOR HS 20-44 IN ANY POSITION OF THE PLATE
  - ANY STEEL PLATE USED FOR TEMPORARY BRIDGING SHALL BE RECTANGULAR IN PLAN, WITH A MINIMUM PLAN DIMENSION OF 48 INCHES.
  - ANY MEASURABLE DEFLECTIONS SHALL BE LIMITED TO MAXIMUM 1/2 INCH.



**Metro**

**PARSONS  
BRINCKERHOFF**

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:  
NAME: ZAFER MUDAR   LIC. # C64154; EXPIRES 12/31/14 DATE

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY



SCALE: NONE		
F.B. NO.	F.B. NO.	PAGE -- TO --
DESIGNED	Z. MUDAR	DATE 02/07/14
DRAWN	R. NACION	DATE 02/07/14
CHECKED	N. HUMBY	DATE 02/07/14
2/21/14	ISSUED FOR SOLICITATION	ZM
DATE	REVISION	BY

C1056 AUR CONTRACT DRAWING NO. G-254

PROJECT:  
**BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE / LA CIENEGA STATION  
GENERAL NOTES  
SHORING PLANS**

SUBMITTED \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER

JOB NO. 1335

DRAWING NO. 7443  
SHEET 10 OF 76 SHEET

**CITY OF BEVERLY HILLS, CALIFORNIA**  
CIVIL ENGINEERING DEPARTMENT

I:\LAWSBIM\WACBM\CA00\112 UTILITIES\CITY\G01BH\BHN01ES\C10560254.DWG   Plotted by: Nacion,Reque   Plot Date & Time: 2/19/2014 8:48:59 PM





1. CONTRACTOR SHALL SUBMIT A SET OF DETAILED PLANS (WORKING DRAWINGS) FOR THE PROPOSED SHORING SYSTEM. THE WORKING DRAWINGS SHALL BE PREPARED BY A CALIFORNIA LICENSED CIVIL ENGINEER, EXCEPT FOR TRENCH SHORING SYSTEMS UP TO 10 FEET IN DEPTH THAT DO NOT VARY FROM THE APPLICABLE CAL-OSHA STANDARDS USING THE TABULATED DATA LISTED FOR SOIL TYPE C. THE WORKING DRAWINGS SHALL INCLUDE:
  - A. NOTES AND DESIGN DATA: INCLUDE (BUT NOT LIMITED TO) THE ATTACHED SET OF GENERAL NOTES, STRUCTURAL NOTES, AND DESIGN DATA.
  - B. CONSTRUCTION SEQUENCE: INCLUDE DETAILED NOTES FOR THE PROCEDURES OF SHORING INSTALLATION AND REMOVAL.
  - C. DESIGN TABLES: THE DESIGN SHALL BE SUMMARIZED IN A TABULATED FORMAT. INCLUDE THE SUMMARIZED TABLES FOR SHORING MEMBER SIZES AND SPACING. THE MODEL NUMBERS OF COMPONENTS AND THEIR SECTION PROPERTIES USED FOR DESIGN SHALL BE INCLUDED IN THE TABLES.
  - D. WORK LOCATION: MARK THE LOCATION OF THE EXCAVATION ON THE CIVIL PLANS AND PROFILES, WHICH SHALL SHOW EXISTING AND PROPOSED SUBSTRUCTURES, UTILITY LINES, STRUCTURES, ETC.
  - E. SHORING SYSTEM: PROVIDE DETAILED PLANS, LONGITUDINAL AND TRANSVERSE CROSS SECTIONS OF THE SHORING SYSTEM, INCLUDING EXISTING AND PROPOSED GRADES. SHOW ENLARGED DETAILS FOR CLARIFICATION IF NEEDED.
2. CONTRACTOR SHALL SUBMIT DESIGN CALCULATIONS FOR THE PROPOSED TEMPORARY SHORING SYSTEM WITH DIFFERENT RANGES OF TRENCH WIDTHS AND DEPTHS FOR SOIL TYPES ENCOUNTERED, AS RECOMMENDED BY A CALIFORNIA LICENSED CIVIL/STRUCTURAL ENGINEER (CE/SE). DESIGN CALCULATIONS WILL NOT BE REQUIRED IF THE SHORING SUBMITTAL COMPLIES WITH APPLICABLE CAL-OSHA STANDARDS. THE SUPPORT AT THE ENDS OF EXCAVATION SHALL BE DESIGNED OR DETAILED PER THE SOIL REPORT OR CAL/OSHA RECOMMENDATIONS.

FOR A PROPOSED TRENCH SHIELD SHORING SYSTEM TO BE UTILIZED FOR TRENCHING AND EXCAVATION IN THE CITY OF BEVERLY HILLS RIGHT-OF-WAY, THE CONTRACTOR SHALL PROVIDE THE FOLLOWING ITEMS ON THE SHORING PLAN TO METRO'S AUTHORIZED REPRESENTATIVE AND THE CITY OF BEVERLY HILLS FOR REVIEW AND ACCEPTANCE PRIOR TO STARTING CONSTRUCTION:

1. A DETAILED INSTALLATION AND REMOVAL PROCEDURE FOR THE TRENCH SHIELD. IF TRENCH SHIELDS ARE ADVANCED AS THE EXCAVATION PROGRESSES, SPECIFY THE MAXIMUM DEPTH BETWEEN THE BOTTOM OF EXCAVATION AND BOTTOM OF SHIELD. IF SHIELDS ARE INSTALLED IN A FULLY-EXCAVATED HOLE, THE EXCAVATION SHALL BE STARTED AND COMPLETED TO THE REQUIRED DEPTH, THE SHIELD IMMEDIATELY SET INTO PLACE AND THE TRENCH SHIELD IMMEDIATELY BACKLOADED IN A CONTINUOUS OPERATION WITHOUT ANY UNNECESSARY DELAYS AND WITHIN ONE WORK SHIFT. THE LENGTH OF UNSUPPORTED EXCAVATION, AS MEASURED AT THE GROUND SURFACE, SHALL NEVER BE MORE THAN 15 FEET.
2. THE SHIELDS SHALL BE BACKLOADED WITH CLEAN (LESS THAN 5 PERCENT PASSING THE NUMBER 200 SIEVE), DRY SAND OR 100-E-100 SLURRY. JETTING IS NOT ACCEPTABLE FOR DENSIFICATION OF MATERIALS BEHIND TRENCH SHIELDS. INDICATE ON THE SHORING PLAN HOW THE BACKLOADING MATERIAL IS GOING TO BE CONTROLLED AND COMPACTED DURING THE SHIELD REMOVAL PROCESS.
3. TRENCH SHIELDS SHALL NOT BE USED IN AREAS WHERE EXISTING STRUCTURES, PRESSURIZED UTILITIES OR UTILITIES SENSITIVE TO MOVEMENT ARE LOCATED WITHIN A HORIZONTAL DISTANCE OF THE TRENCH EQUAL TO THE DEPTH OF THE TRENCH. CONFIRM SENSITIVE UTILITIES INCLUDING, BUT NOT LIMITED TO: WATER, OIL, GAS, SEWER AND STORM DRAIN PIPES AND ASSOCIATED STRUCTURES ARE NOT LOCATED WITHIN A 1:1 PROJECTION UPWARD FROM THE BOTTOM EDGE OF THE PLANNED EXCAVATIONS.
4. THE USE OF TRENCH SHIELDS MAY RESULT IN CAVING AND/OR RAVELING OF THE TRENCH WALLS OR LOOSENING OF THE SOILS BEHIND THE TRENCH WALLS PRIOR TO INSTALLATION OF THE SHORING OR FOLLOWING THE REMOVAL OF THE SHORING RESULTING IN ADDITIONAL EARTHWORK AND PAVEMENT REPAIR FOR THE CONTRACTOR. ANY ADDITIONAL WORK TO REMOVE ANY LOOSENEED SOILS, TO FILL ANY VOIDS OR TO REPAIR ADJACENT PAVEMENTS OR IMPROVEMENTS SHALL BE DONE BY THE CONTRACTOR AT NO COST TO METRO AND THE CITY OF BEVERLY HILLS.

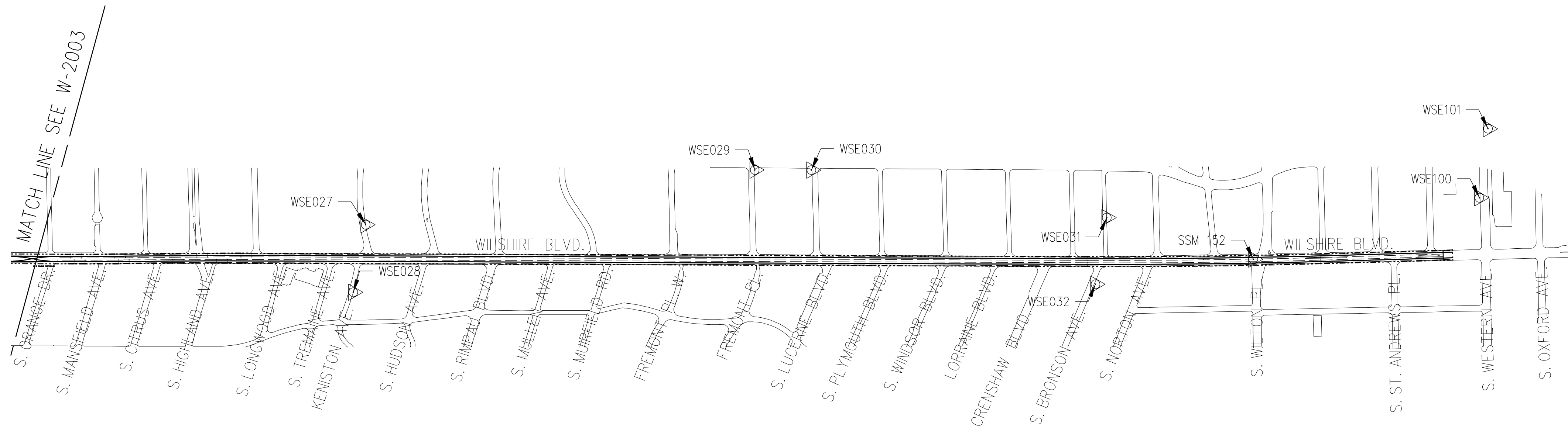
- A. THE PROPOSED TRENCH SHIELD IS SUITABLE FOR THE ANTICIPATED CAL-OSHA SOIL TYPES TO BE ENCOUNTERED AT THE SPECIFIED LOCATION.
- B. THE WALLS OF THE EXCAVATION ARE EXPECTED TO STAND AND BE STABLE LONG ENOUGH TO FACILITATE EXCAVATION, INSTALLATION OF SHIELDS AND BACK-LOADING OF SHIELDS WITHOUT RAVELING AND/OR CAVING. IF THIS STATEMENT DEPENDS ON THE METHOD OF EXCAVATION, IT SHALL BE SPECIFIED IN THE MEMO.
- C. THE PROPOSED TRENCH SHIELD SYSTEM WILL NOT CAUSE ANY DAMAGE OR MOVEMENT OF EXISTING ADJACENT IMPROVEMENTS/ UTILITY LINES AND WILL NOT UNDERMINE ANY PART OF THE CITY RIGHT-OF-WAY.
- D. MAXIMUM LATERAL DEFLECTION REQUIREMENTS, WHICH SHALL BE NO MORE THAN 0.5" FOR PROTECTING CITY STREETS, UNDERGROUND SEWER AND/OR STORM DRAIN FACILITIES.
- E. THE DESIGN MEMORANDUM SHALL BE DATED, SIGNED, AND STAMPED BY THE CONTRACTOR'S CE/SE OF RECORD.

1. DESIGN CODES:  
AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) STANDARD SPECIFICATIONS LRFD 4TH EDITION, WITH CALTRANS AMENDMENTS  
THE LATEST EDITION OF SPECIFICATIONS FOR ALUMINUM STRUCTURES  
THE LATEST EDITION OF AISC MANUAL FOR STEEL CONSTRUCTION  
THE LATEST EDITION OF NDS FOR WOOD CONSTRUCTION  
TITLE 8, CHAPTER 4, SECTION 1541.1 OF THE CALIFORNIA STATE SAFETY ORDERS
2. DESIGN LOADS:  
  
DEAD LOAD ACTUAL  
  
LIVE LOAD HL-93 DESIGN TRUCK
3. LATERAL SOIL PRESSURE AND SURCHARGE USED FOR DESIGN:  
PER SOIL REPORT PREPARED BY CALIFORNIA LICENSED GEOTECHNICAL ENGINEER, OR  
PER CAL/OSHA'S LISTED PRESSURES FOR THE SOIL TYPES ENCOUNTERED, AS RECOMMENDED BY THE CONTRACTOR'S CALIFORNIA LICENSED CIVIL ENGINEER.  
ADDITIONAL SURCHARGE SHALL BE ADDED PER ACTUAL SITE CONDITIONS.
4. ALLOWABLE STRESSES USED FOR DESIGN:  
ALLOWABLE STRESSES IN STEEL CAN BE INCREASED 33% FOR NORMAL SHORT DURATION LOADING (LESS THAN 3 MONTHS)  
ALLOWABLE STRESSES IN TIMBER CAN BE INCREASED 25% FOR NORMAL SHORT DURATION LOADING (LESS THAN 3 MONTHS)  
ALLOWABLE STRESSES IN ALUMINUM CAN BE INCREASED 33% FOR NORMAL SHORT DURATION LOADING (LESS THAN 3 MONTHS)  
FOR LONGER DURATION LOADING (MORE THAN 3 MONTHS), THE SHORING SYSTEM DESIGN ENGINEER-OF-RECORD (EOR) MAY INCLUDE THE OVERSTRESS INCREASES NOTED HEREIN, PROVIDED THAT THE EOR CONDUCTS A FIELD INSPECTION OF THE SYSTEM AND SUBMITS A CERTIFICATION REPORT INDICATING ITS SOUNDNESS AND ACCEPTANCE EVERY 90 DAYS. ALSO COMPLY WITH CALTRANS TRENCH AND SHORING MANUAL PAGE 5-1 AND CHAPTER 12 FOR ADDITIONAL RESTRICTIONS ON THE USE OF OVERSTRESS INCREASE FACTORS.
5. HYDROSTATIC PRESSURE IS NOT INCLUDED IN THE DESIGN: IT IS ASSUMED THAT THE WATER TABLE IS BELOW THE BOTTOM OF EXCAVATIONS. IF CONDITION INDICATES OTHERWISE, THE DESIGN ENGINEER SHALL BE CONTACTED FOR REVISED SHORING PLANS AND DETAILS.
6. GEOTECHNICAL INFORMATION FOR THE PROJECT CAN BE FOUND IN APPENDIX L OF THE PROJECT'S FINAL EIR/EIS LOCATED AT:  
[HTTP://WWW.METRO.NET/PROJECTS/WESTSIDE/FINAL-EIR-EIS](http://www.metro.net/projects/westside/final-eir-eis).

 <div> <div>LOS ANGELES COUNTY</div> <div>METROPOLITAN TRANSPORTATION AUTHORITY</div> </div>			<div>SCALE: NONE</div> <div>F.B. NO. F.B.NO. PAGE -- TO --</div>		SHORING GUIDELINES	
<div> <div>777 SOUTH FIGUEROA ST. 11TH FLOOR</div> <div>LOS ANGELES, CA 90017</div> </div>			<div>DESIGNED Z. MUDAR DATE 02/07/14</div> <div>DRAWN R. NACIÖN DATE 02/07/14</div> <div>CHECKED N. HUMBY DATE 02/07/14</div>		<div>SUBMITTED _____ DATE _____</div>	
<div> <div>PARSONS</div> <div>BRINCKERHOFF</div> </div>			<div>APPROVED _____ DATE _____</div> <div>CITY ENGINEER</div>		<div> <div>JOB NO. 1335</div> <div>DRAWING NO. 7443</div> <div>SHEET 11 OF 76 SHEET</div> </div>	
<div> <div>PREPARED UNDER THE SUPERVISION OF:</div> <div>NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE _____</div> </div>			<div> <div>2/21/14</div> <div>ISSUED FOR SOLICITATION</div> <div>DATE REVISION BY</div> </div>		<div> <div>CITY OF BEVERLY HILLS, CALIFORNIA</div> <div>CIVIL ENGINEERING DEPARTMENT</div> </div>	

																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			</
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	----

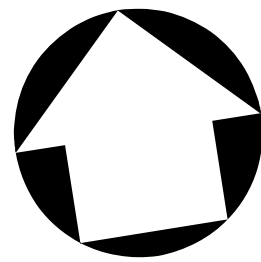




LEGEND:

- 
- A graphic scale bar with four segments. The first segment is labeled '500'', the second '0', the third '500'', and the fourth '1000''. The segments are colored in a repeating black and white pattern: black, white, black, white.

[illegible]



Project Survey ControlMonuments					
Point #	Northing	Easting	Elevation	Finders	Description
WSE017	1846143.45'	6447391.41'	137.62' **	SEE DRAWING W-2007	3" BRASS DISK
WSE018	1846794.62'	6447376.00'	141.47' **	SEE DRAWING W-2007	3" BRASS DISK
WSE019	1846190.20'	6448905.42'	141.54' **	SEE DRAWING W-2007	3" BRASS DISK
WSE020	1845735.68'	6449162.81'	140.91'	SEE DRAWING W-2007	3" BRASS DISK
WSE021	1845314.39'	6450643.70'	144.71'	SEE DRAWING W-2007	3" BRASS DISK
WSE022	1845142.40'	6452014.59'	162.01'	SEE DRAWING W-2008	3" BRASS DISK
WSE023	1844559.54'	6454571.12'	185.87' **	SEE DRAWING W-2008	3" BRASS DISK
WSE024	1844691.74'	6455060.47'	186.11' **	SEE DRAWING W-2008	3" BRASS DISK
WSE025	1844992.47'	6457770.91'	196.70' **	SEE DRAWING W-2008	3" BRASS DISK
WSE026	1845447.41'	6457787.33'	199.67' **	SEE DRAWING W-2008	3" BRASS DISK

- LEGEND:
- PROJECT SURVEY CONTROL MONUMENTS
  - PROPOSED ALIGNMENT
  - \*\*** ELEVATIONS ESTABLISHED BY DIFFERENTIAL LEVELING




							DESIGNED BY K. DOHERTY		 <b>Metro</b>	LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY	 <small>10723 INVERHILL STREET SUITE 100 NORTHridge CA 91343-4332 818.875.6505 • FAX 818.875.6411 • info@wesurvey.com • www.wesurvey.com</small>	CONTRACT NO. C1056	
							DRAWN BY M. VINLUAN					DRAWING NO. W-2003	REV 0
							CHECKED BY L. CARLSON					SCALE 1" = 500'	
							IN CHARGE S. WAGNER					SHEET NO.	
							DATE 06/07/2013					014	
REV	DATE	BY	APP	REG NO	EXPIRES	SEAL HOLDER	DESCRIPTION						

WESTSIDE SUBWAY EXTENSION ADVANCED UTILITY RELOCATIONS WILSHIRE/LA CIENEGA STATION CONTROL SURVEY SHEET 3									
---	--	--	--	--	--	--	--	--	--





LEGEND:

 PROJECT SURVEY CONTROL MONUMENTS

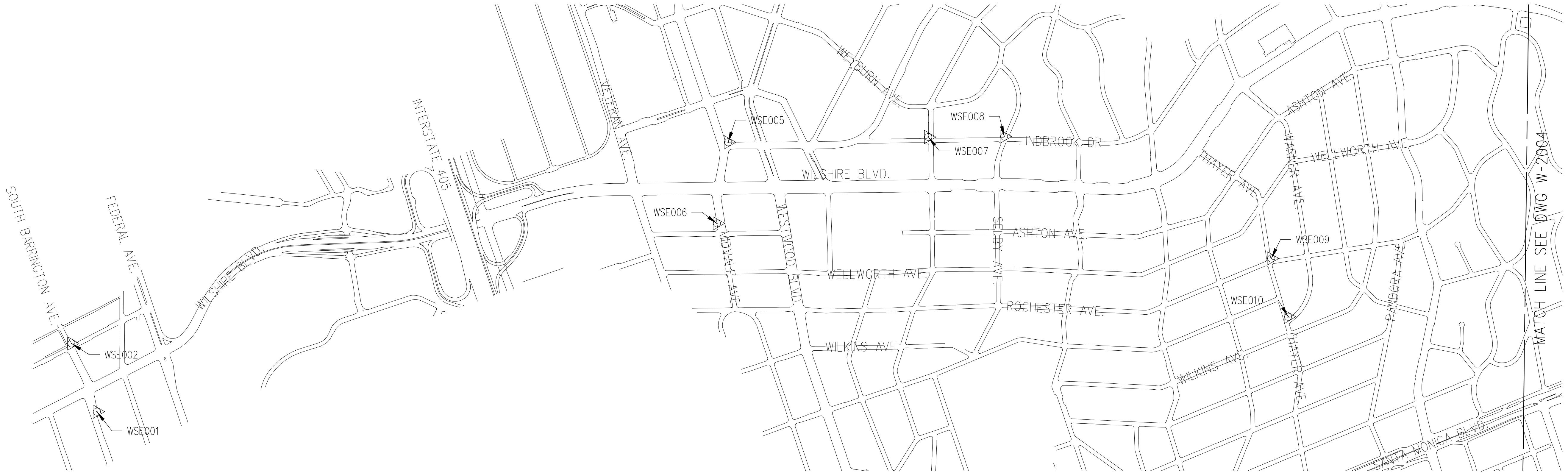
 PROPOSED ALIGNMENT

\*\* ELEVATIONS ESTABLISHED BY DIFFERENTIAL LEVELING



A graphic scale bar with four segments. The first segment is labeled '500'', the second '0', the third '500'', and the fourth '1000''. The segments are alternating black and white.

							DESIGNED BY K. DOHERTY		 <b>Metro</b>	<b>LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY</b>	<div>WESTSIDE SUBWAY EXTENSION ADVANCED UTILITY RELOCATIONS  WILSHIRE/LA CIENEGA STATION CONTROL SURVEY  SHEET 4</div>	CONTRACT NO C1056	REV 0
							DRAWN BY M. VINLUAN					DRAWING NO W-2004	
							CHECKED BY L. CARLSON					SCALE 1" = 500	
							IN CHARGE S. WAGNER					SHEET NO 015	
							DATE 06/07/2013						
REV	DATE	BY	APP	REG NO	EXPIRES	SEAL HOLDER	DESCRIPTION						





LEGEND:

-  PROJECT SURVEY CONTROL MONUMENTS
-  PROPOSED ALIGNMENT
- \*\* ELEVATIONS ESTABLISHED BY DIFFERENTIAL LEVELING
- \*\*\* CURRENTLY UNDER CONSTRUCTION

A horizontal graphic scale bar with a black and white checkerboard pattern. Above the bar, the markings '500'', '0', '500'', and '1000'' are displayed from left to right, indicating distances in feet.

[illegible]



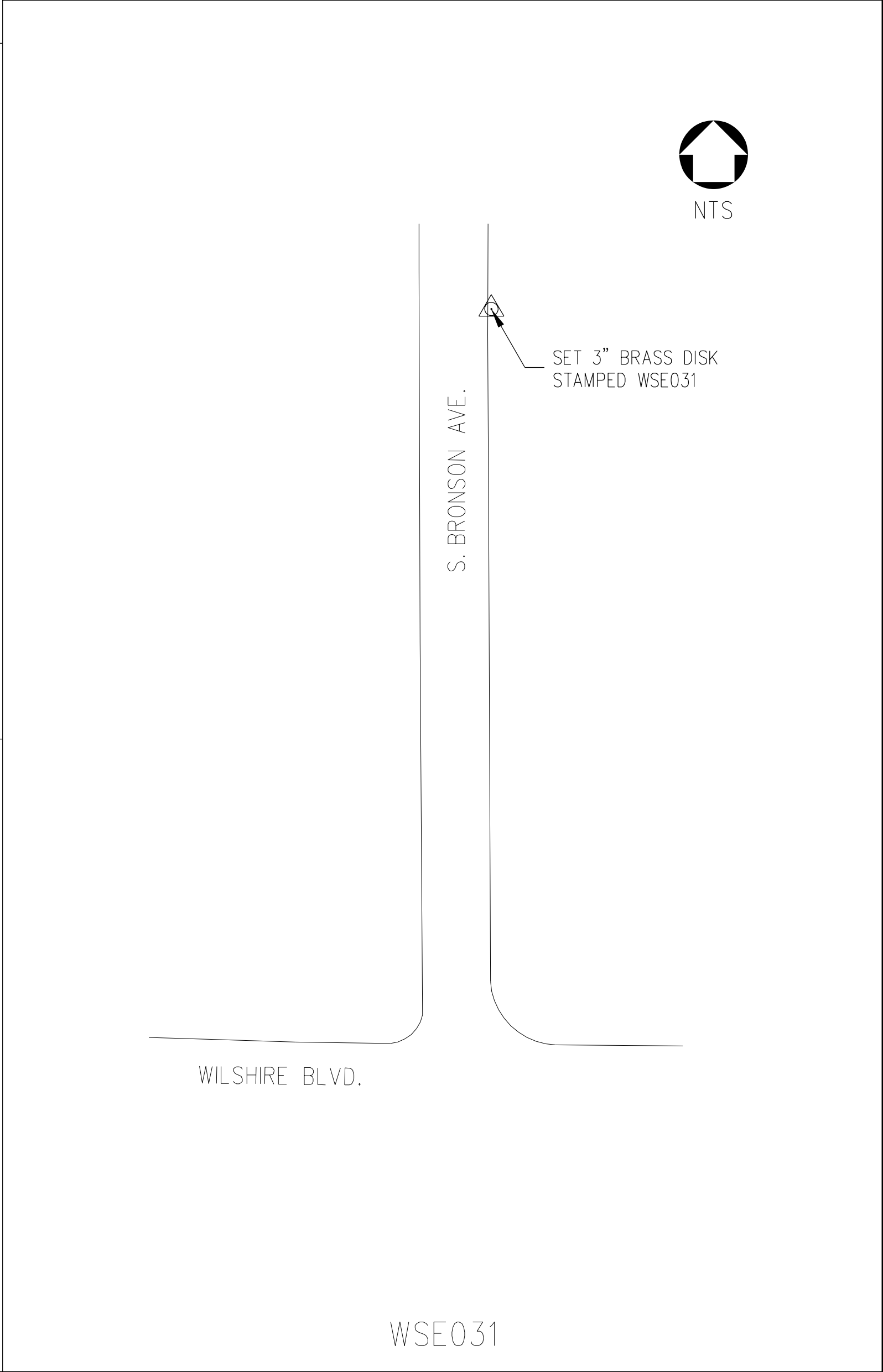
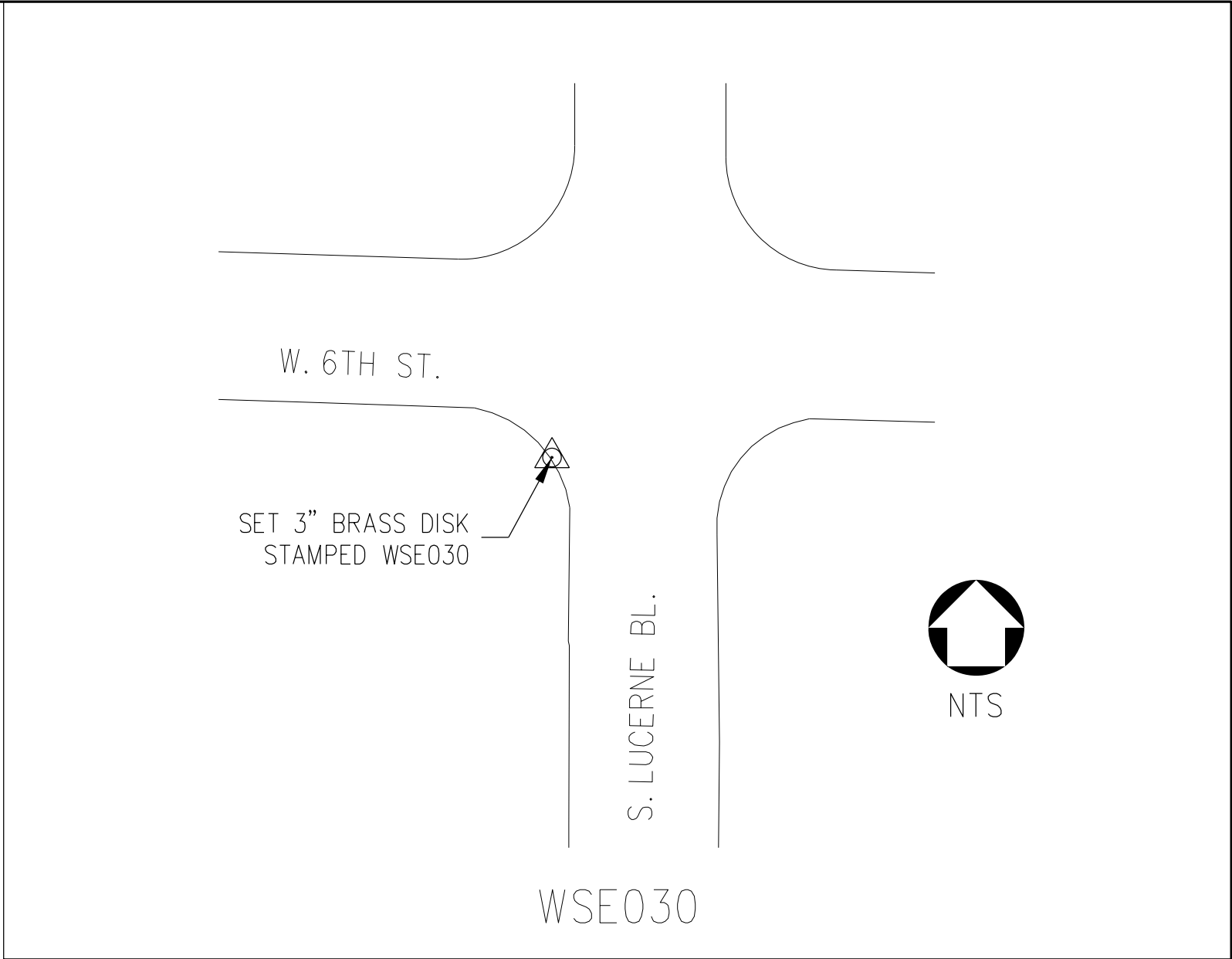
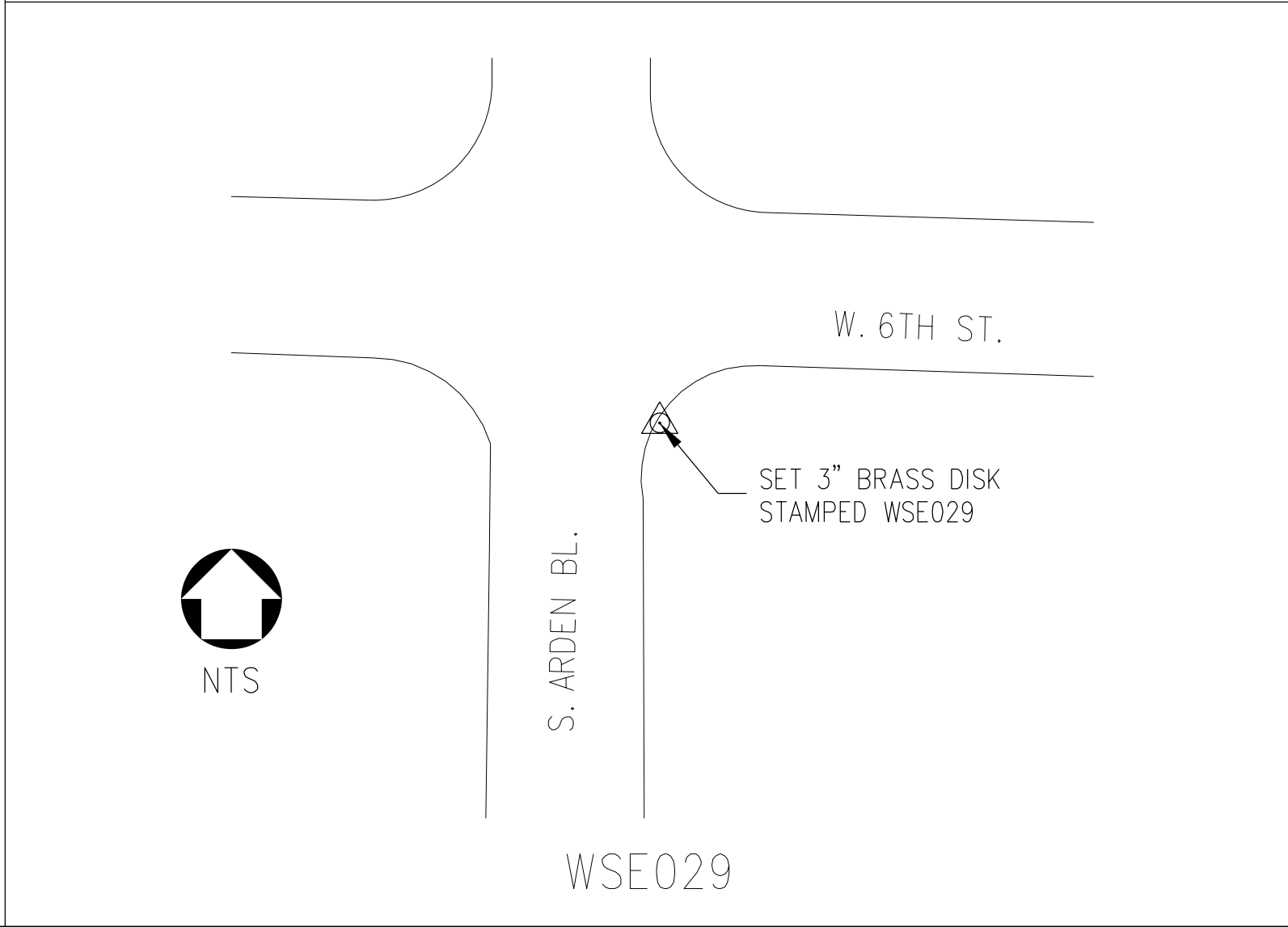
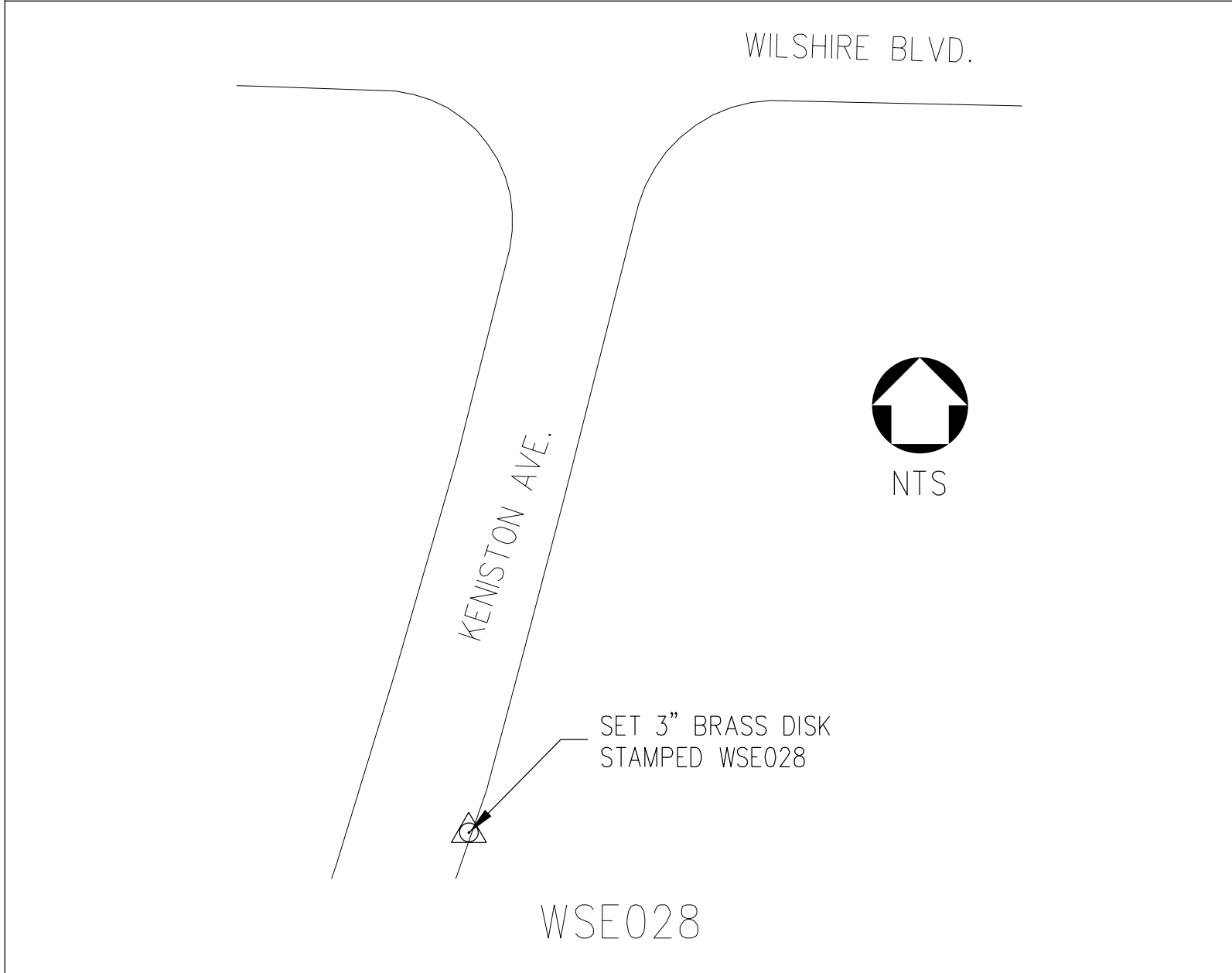
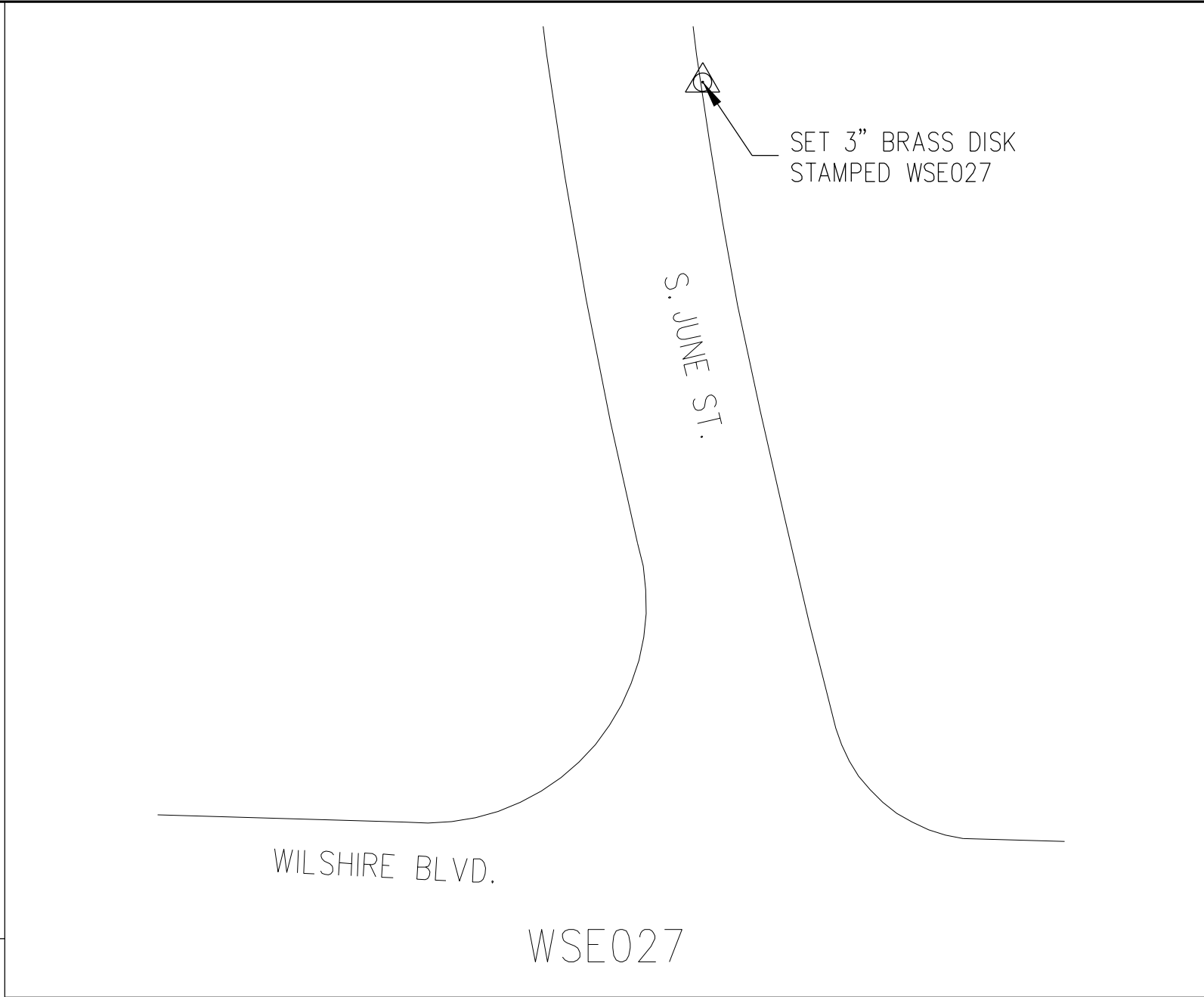
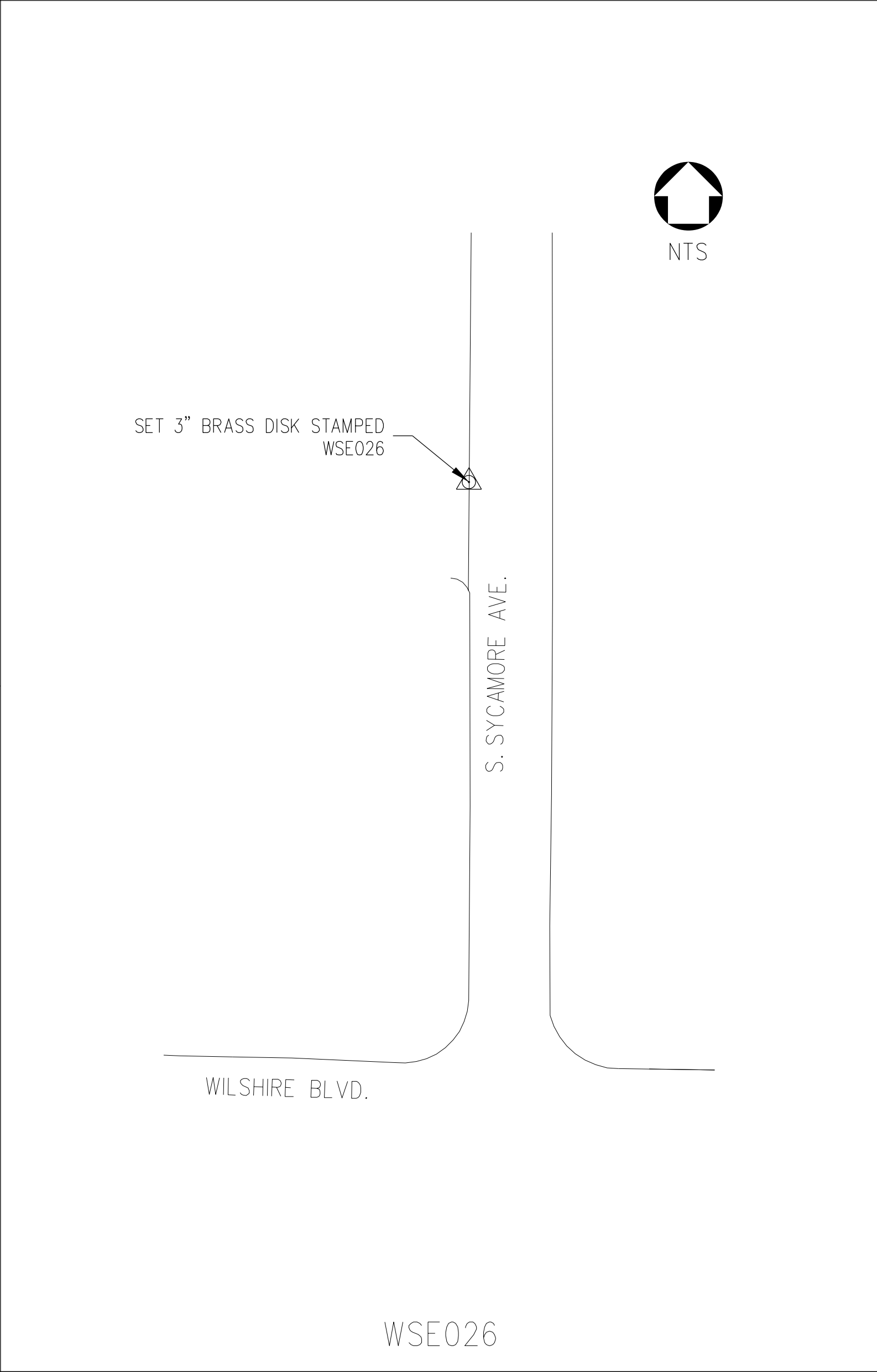
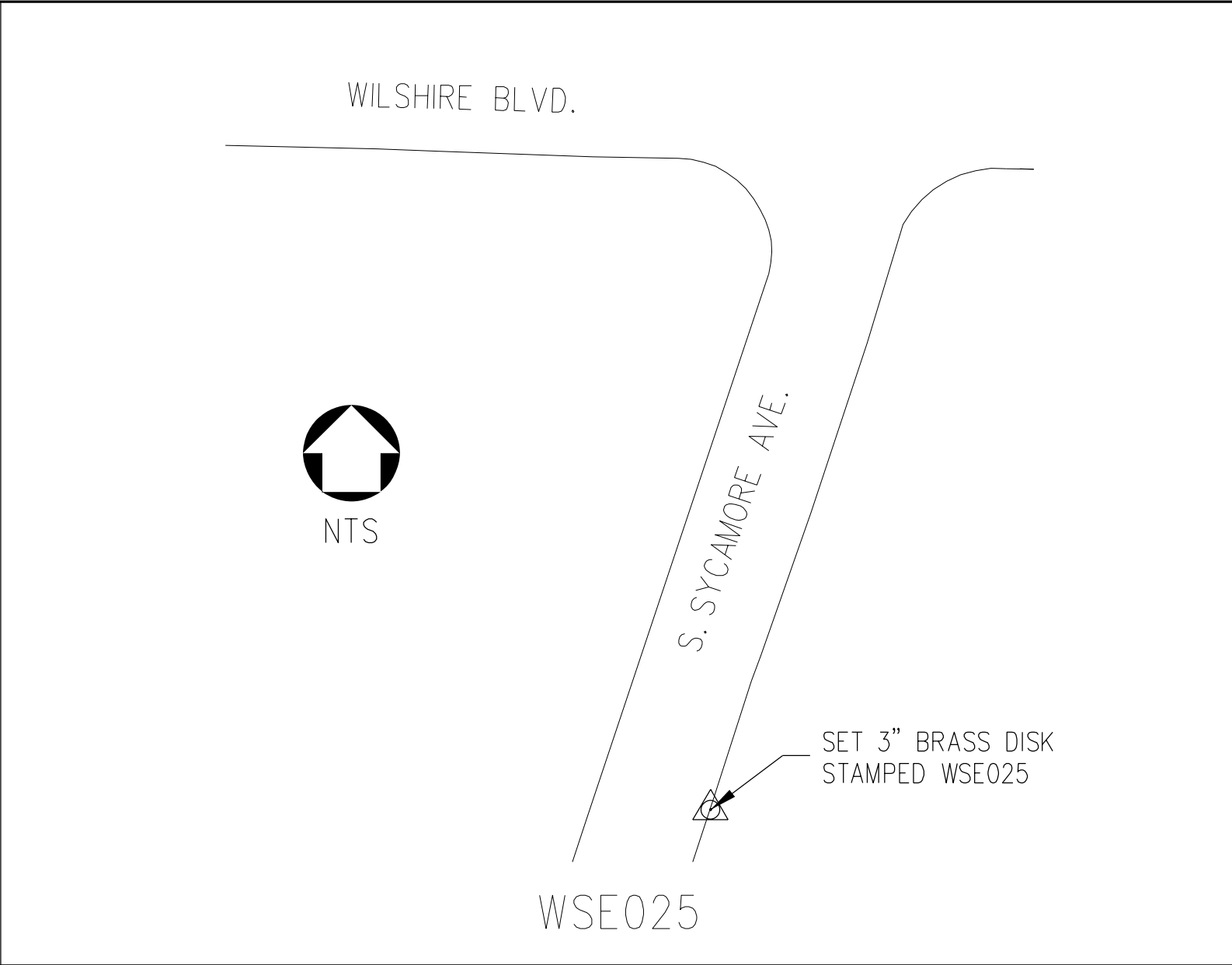
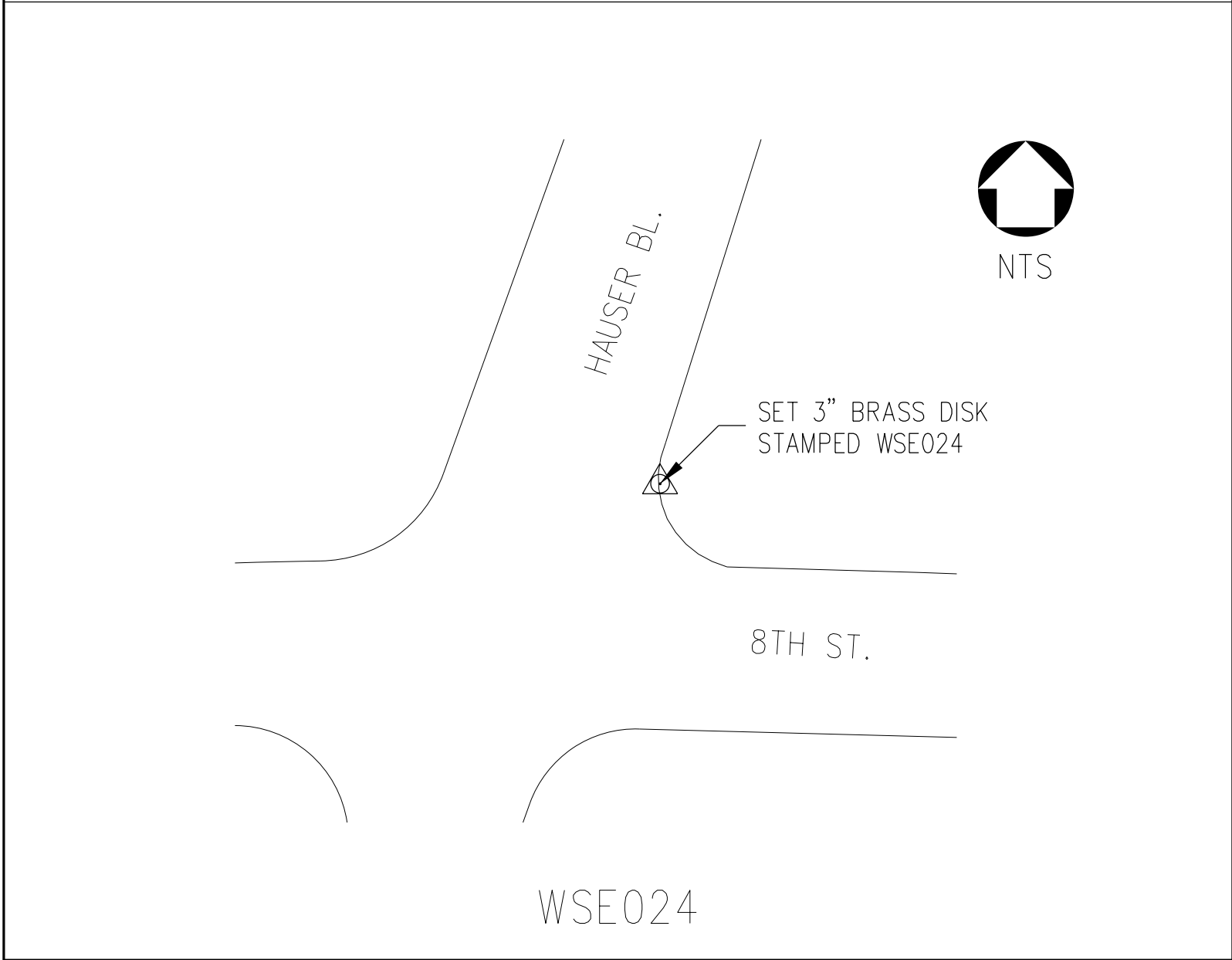
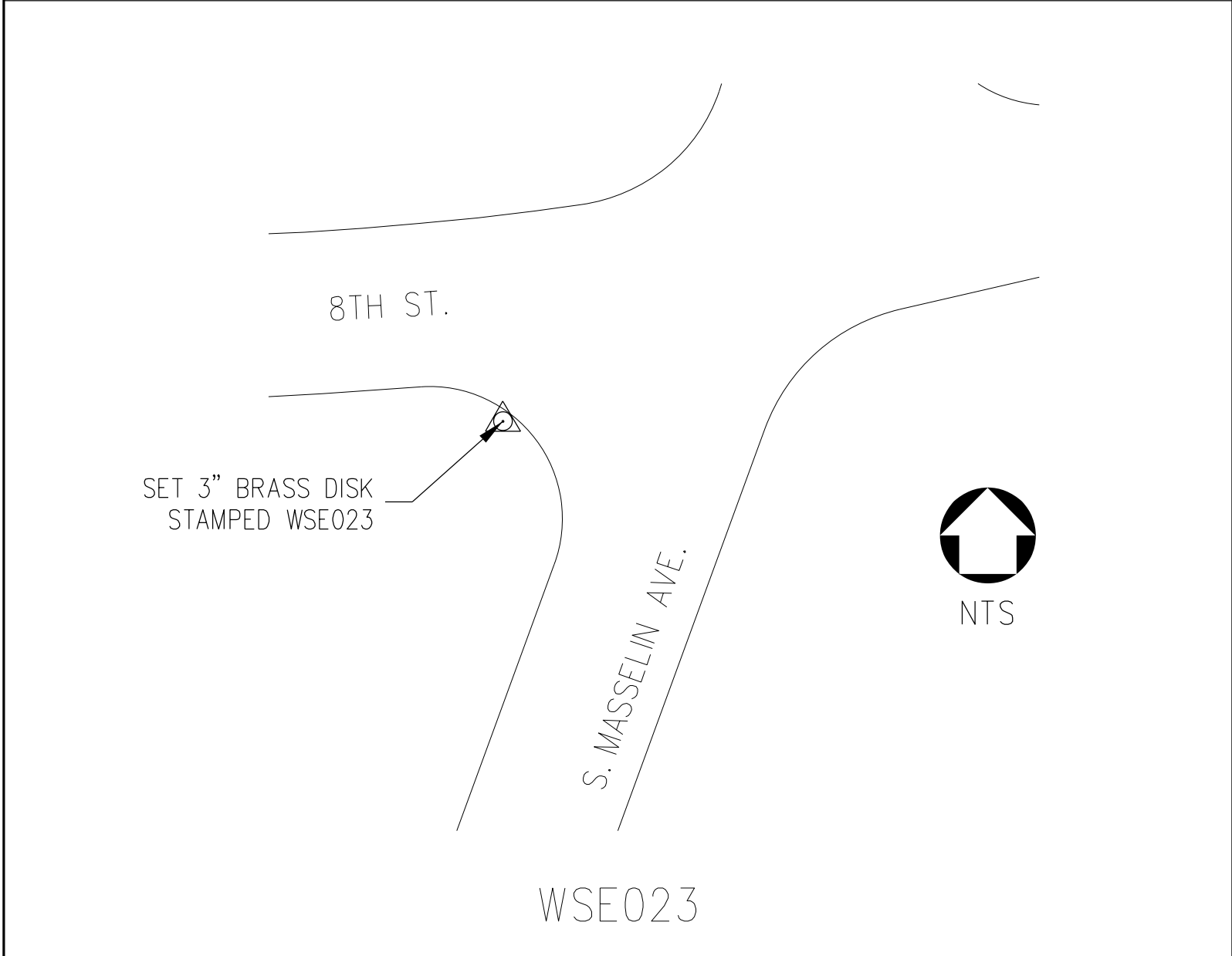
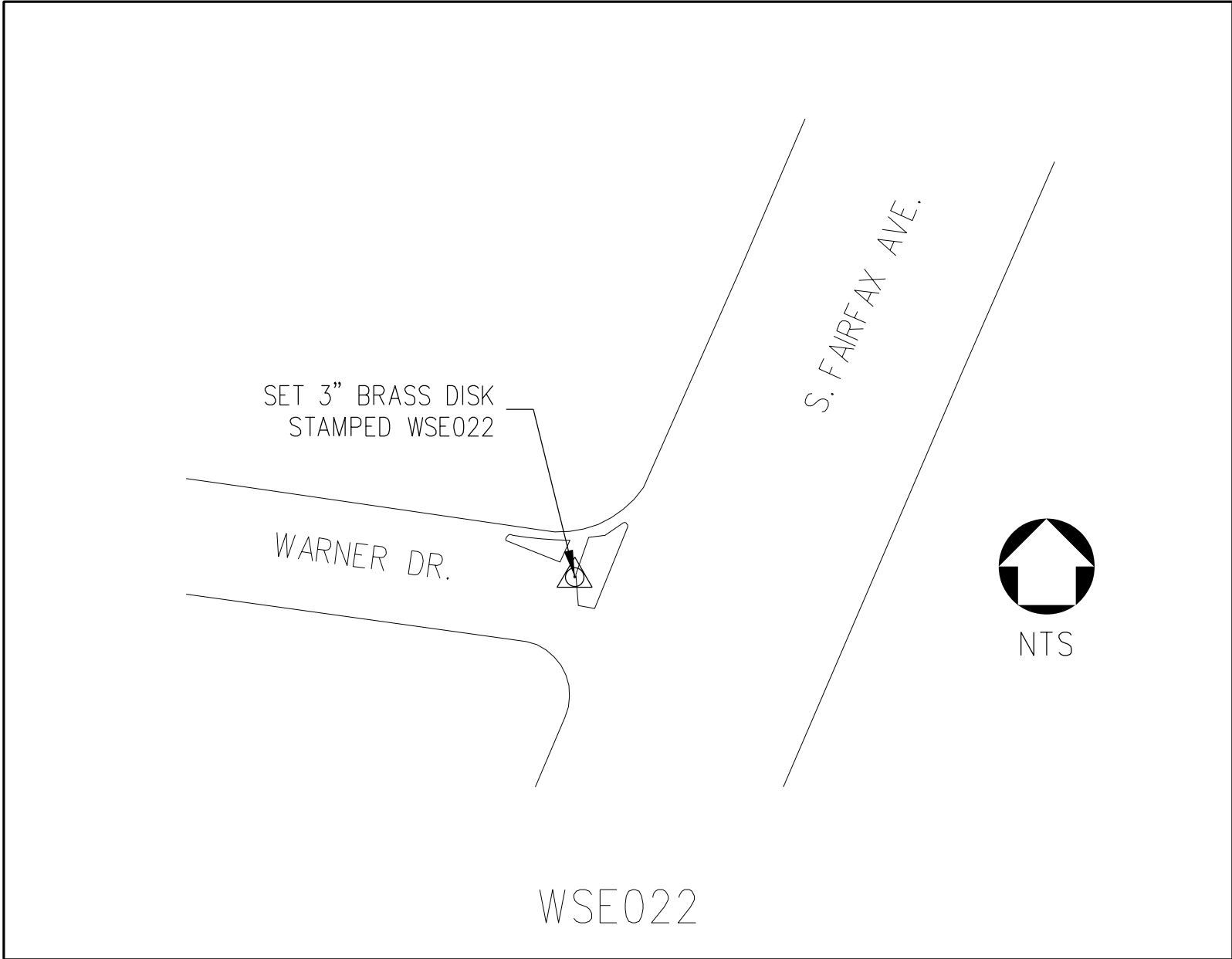
<table><tr><td>REV</td><td>DATE</td><td>BY</td><td>APP</td><td>REG NO</td><td>EXPIRES</td><td>SEAL</td><td>HOLDER</td><td>DESCRIPTION</td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>	REV	DATE	BY	APP	REG NO	EXPIRES	SEAL	HOLDER	DESCRIPTION																																																	<table><tr><td>DESIGNED BY</td><td>K. DOHERTY</td></tr><tr><td>DRAWN BY</td><td>M. VINLUAN</td></tr><tr><td>CHECKED BY</td><td>L. CARLSON</td></tr><tr><td>IN CHARGE</td><td>S. WAGNER</td></tr><tr><td>DATE</td><td>06/07/2013</td></tr></table>	DESIGNED BY	K. DOHERTY	DRAWN BY	M. VINLUAN	CHECKED BY	L. CARLSON	IN CHARGE	S. WAGNER	DATE	06/07/2013	<div><div><div>LICENSED LAND SURVEYOR</div><div>STEPHANIE A. WAGNER</div><div>No. 5752</div><div><i>Stephanie A. Wagner</i></div><div>STATE OF CALIFORNIA</div></div></div>	<div><div><div>M</div><div>Metro</div></div><div><div>LOS ANGELES COUNTY</div><div>METROPOLITAN TRANSPORTATION AUTHORITY</div></div></div> <div><div><div>WES WAGNER</div><div>ENGINEERING &amp; SURVEY, INC.</div><div><small>10723 INDEPENDENCE STREET SUITE 100 NORTHridge CA 91343-4332 818.875.6505 • FAX 818.875.6511 • info@weswagner.com • www.weswagner.com</small></div></div></div>	<div><div>WESTSIDE SUBWAY EXTENSION</div><div>ADVANCED UTILITY RELOCATIONS</div><div>WILSHIRE/LA CIENEGA STATION</div><div>CONTROL SURVEY</div><div>SHEET 6</div></div>	<table><tr><td colspan="2">CONTRACT NO.</td><td>C1056</td></tr><tr><td>DRAWING NO.</td><td>W-2006</td><td>REV 0</td></tr><tr><td colspan="3">SCALE</td></tr><tr><td colspan="3">NTS</td></tr><tr><td colspan="2">SHEET NO.</td><td>017</td></tr></table>	CONTRACT NO.		C1056	DRAWING NO.	W-2006	REV 0	SCALE			NTS			SHEET NO.		017
	REV	DATE	BY	APP	REG NO	EXPIRES	SEAL	HOLDER	DESCRIPTION																																																																														
DESIGNED BY	K. DOHERTY																																																																																						
DRAWN BY	M. VINLUAN																																																																																						
CHECKED BY	L. CARLSON																																																																																						
IN CHARGE	S. WAGNER																																																																																						
DATE	06/07/2013																																																																																						
CONTRACT NO.		C1056																																																																																					
DRAWING NO.	W-2006	REV 0																																																																																					
SCALE																																																																																							
NTS																																																																																							
SHEET NO.		017																																																																																					

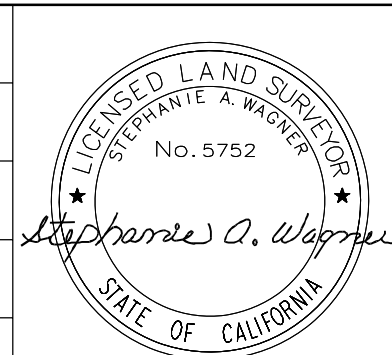
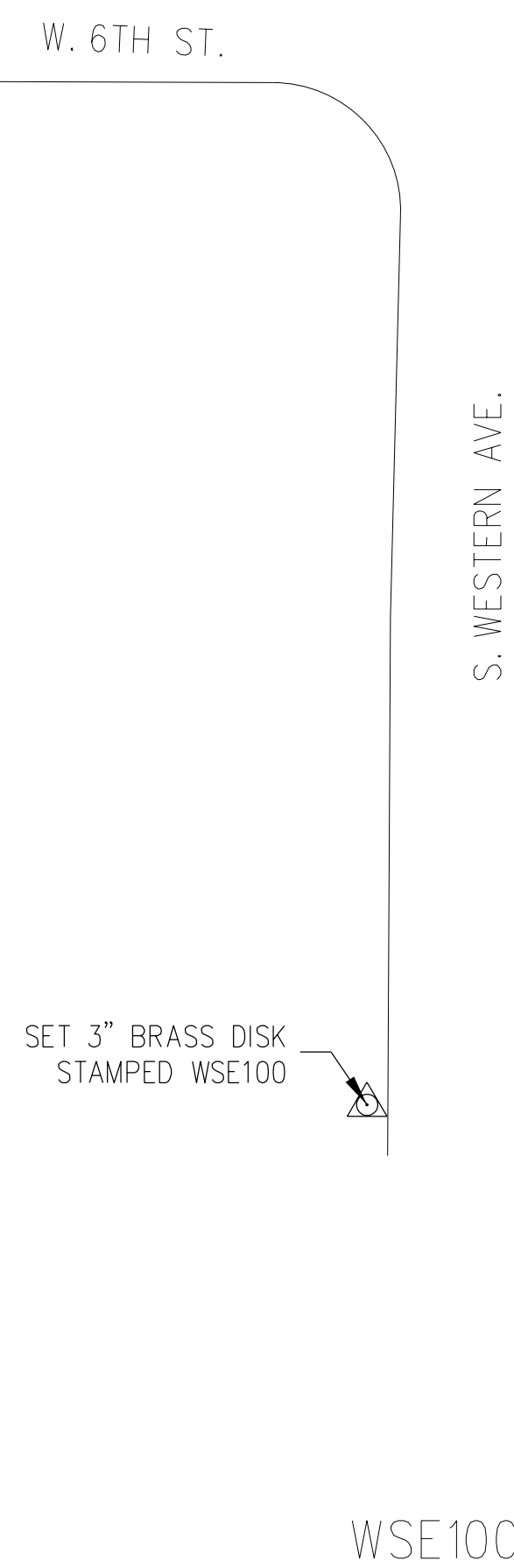
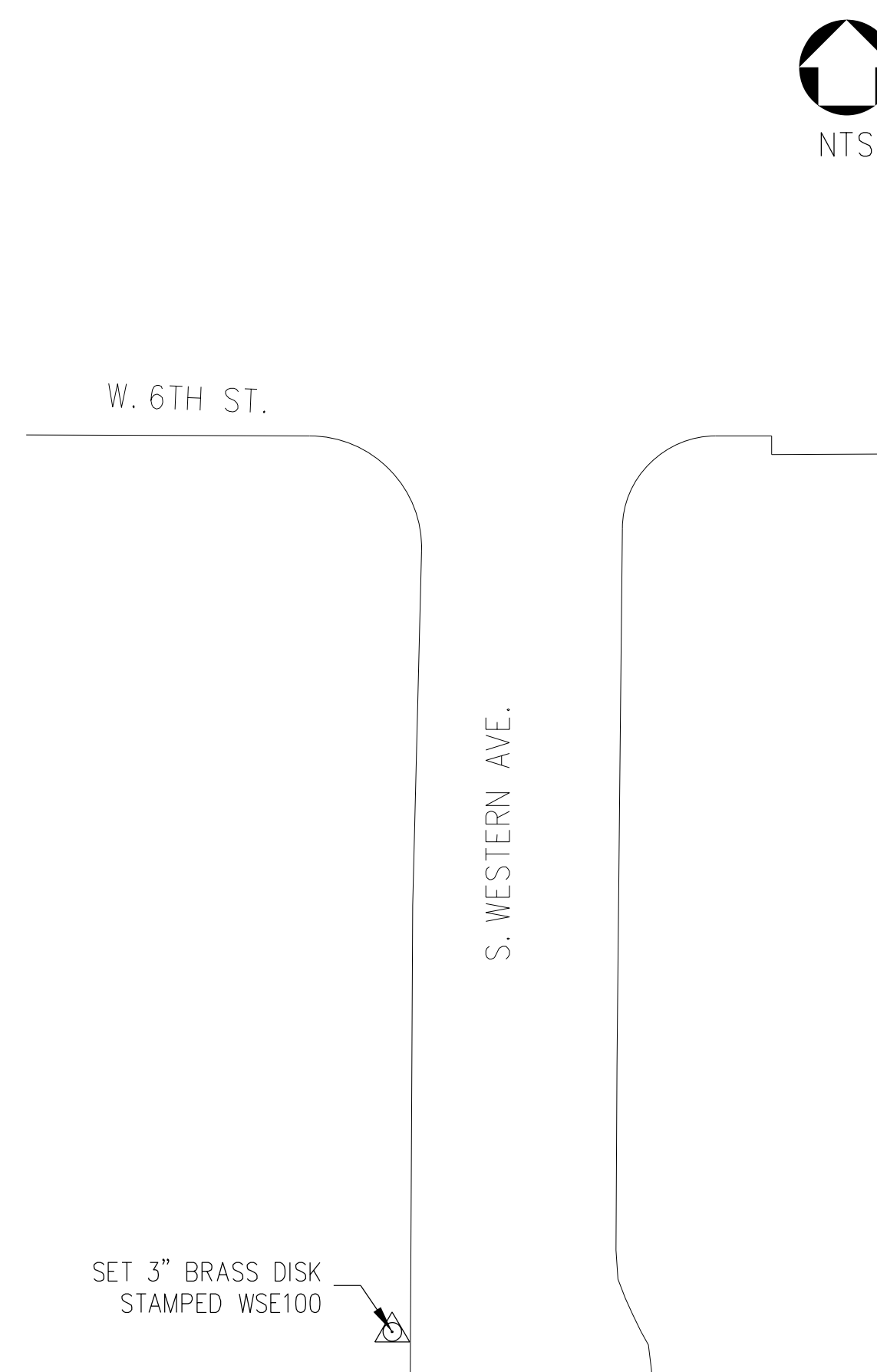


--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

 **WAGNER**  
ENGINEERING  
& SURVEY, INC.  
10723 MATTHEW STREET SUITE 100 NORTHridge, CA 91343-4332  
818.875.0505 • FAX 818.875.0511 • info@wesurvey.com • www.wesurvey.com







WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE/LA CIENEGA STATION  
CONTROL SURVEY  
SHEET 9

CONTRACT NO C1056	
DRAWING NO W-2009	REV 0
SCALE NTS	
SHEET NO 020	

ABBREVIATIONS FOR TOPOGRAPHIC PLANS

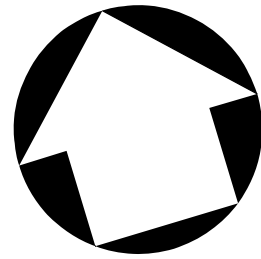
ASPHALTIC CONCRETE	AC	GATE CONTROL	GC	CITY OF LOS ANGELES, DEPARTMENT OF WTER AND POWER	DWP
BACK OF WALK	BOW	HANDRAIL	HD	CITY OF LOS ANGELES	LA
BACKFLOW PREVENTER	BFP	INSPECTION COVER	IC	LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY	METRO
BALLAST	BLLST	INLET PIPE	IN	LOS ANGELES COUNTY MUSEUM OF ART	LACMA
BIKE STAND	BS	INVERT PIPE	INV	NOT TO SCALE	NTS
BOTTOM OF X (CURB RAMP)	BX	LIP OF GUTTER	LG	BOULEVARD	BLVD
BUS BENCH	BB	MISCELLANEOUS	LG	AVENUE	AVE
CATCH BASIN	CB	MONITORING WELL	MON. WELL	DRIVE	DR
COMMUNICATION MANHOLE	COMMH	OUTLET PIPE	OUT	MILES PER HOUR	MPH
COMMUNICATION CONTROL PANEL	CCP	PRINTMAKER (UNDERGROUND UTILITY LOCATION)	PM	CONCRETE MASONRY UNIT	CMU
CONCRETE PAVEMENT	CNC	RAIL ROAD	RR	LIGHT	E
CONCRETE WALL	CWL	RETAINING WALL FACE	RWL-F	CITY OF LOS ANGELES, DEPARTMENT OF TRANSPORTATION	LTLI
CONTROL CABINET BOX	CCB	SANITARY SEWER	SS	CLOSED CIRCUIT TELEVISION	LADOT
CURB DRAIN	CD	SANITARY SEWER CLEAN OUT	SSCO	IHA	CCTV
DRAIN INLET	DI	SANITARY SEWER MANHOLE	SWRMH	IMA	IHA
DRAIN OUTLET	DO	SOLAR PANEL	SLRPNL	LOW VOLTAGE	IMA
EDGE OF ASPHALT	EOA	STEPS	STPS	CENTER TO CENTER	LV
EDGE OF CONCRETE	EOC	STORM DRAIN CLEAN OUT	SDCO	GAGE	C-C
EDGE OF GUTTER	EG	STORM DRAIN MANHOLE	SDMH	MINIMUM	GA
EDGE OF PLINTH	EOP	SANITARY SEWER MANHOLE	SWRMH	MAXIMUM	MIN
ELECTRICAL	ELEC	TELEPHONE MANHOLE	TELEMH	PCC	MAX
ELECTRICAL CONTROL PANEL	ECP	TOP OF CURB	TC	CITY OF LOS ANGELES, BUREAU OF ENGINEERING	PCC
ELECTRICAL MANHOLE	ELECMH	TOP OF RAIL	TR	RIGHT OF WAY	LABOE
ELECTRICAL METER	EM	TOP OF X (CURB RAMP)	XT	CADASTRAL ELECTRONIC FIELD BOOK	ROW, R/W
ELECTRICAL VAULT	EVLT	TRAFFIC METER	TM	NORTHERLY	CEFB
EMERGENCY WALKWAY	EWV	TRAFFIC SIGNAL	SIG	SOUTHERLY	N'LY
FIBER OPTIC	FO	UNKNOWN	UNK	BOOK	S'LY
FINISH GROUND	FG	UNKNOWN MANHOLE	UMH	PAGE	BK
FINISH SURFACE	FS	UNKNOWN VAULT	UULT		PG
FIRE DEPARTMENT CONNECTION	FDC	WATER	WTR		
FLOWLINE	FL	WATER METER	WM		
FRONT OF WALK	FOW	Y POINT (CURB RAMP)	XY		
FRONT OF WALL	FW				
GATE CALL BOX	GCB				

								DESIGNED BY H. GUARDADO		 <b>Metro</b>	LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY		WESTSIDE SUBWAY EXTENSION ADVANCED UTILITY RELOCATIONS WILSHIRE/LA CIENEGA STATION STANDARD ABBREVIATION SURVEY PLANS SHEET 1		CONTRACT NO C1056
							DRAWN BY H. GUARDADO	REV 0							
							CHECKED BY L. CARLSON								
							IN CHARGE S. WAGNER	SCALE NO SCALE							
	REV	DATE	BY	APP	REG NO	EXPIRES	SEAL HOLDER	DESCRIPTION					DATE 06/07/2013	SHEET NO 021	

SYMBOL LEGEND							
	AREA DRAIN / DRAINAGE INLET		HELIPAD		RAILROAD FROG		WELL
	BACKFLOW PREVENTOR		HOV SYMBOL		RAILROAD SWITCH		WINDMILL
	CACTUS		LEFT TURN		RIGHT TURN		YARD BOX
	CALL BOX		LIGHT - FIXTURE		ROUND DRAIN		
	CATTLE GUARD		LIGHT - PARKING		SIGN - DOUBLE		
	CLEAN OUT		LIGHT - STREET		SIGN - SINGLE		
	CRASH CUSHION		LIGHT - STREET BI DIRECTIONAL		SOLAR PANEL		
	CULVERT		LIGHT - STREET ON POWER POLE		SPOT ELEVATION		
	ELECTRICAL BOX		MAILBOX - PRIVATE		SPRINKLER		
	ELECTRICAL CONDUIT		MAILBOX - PUBLIC		SQUARE DRAIN		
	ELECTRICAL METER		MANHOLE		SWAMP		
	FIRE DEPARTMENT CONNECTION		MINING ACTIVITY		TELEPHONE BOOTH		
	FIRE HYDRANT		MISCELLANEOUS TOWER		TRAFFIC SIGNAL		
	FLAGPOLE		NEW STAND		TRAFFIC SIGNAL WITH ARM		
	GAS METER		ORNAMENTAL VEGETATION		TRAFFIC SIGNAL WITH ARM & LIGHT		
	GATE - DOUBLE		PALM TREE		TRANSMISSION TOWER		
	GATE - SINGLE		PARKING METER		TREE		
	GATE - SLIDING		POLE		UNKNOWN PANEL		
	GOLF GREEN PIN		POLE WITH WIRES		VALVE		
	GROUND ROD		POST		VENT		
	GUY ANCHOR		RAILROAD CROSSING SIGNAL		WATER METER		

																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											</
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	----





NOTES:  
-ALL PIPE SIZES ARE ESTIMATED  
-ALL PIPE INVERTS ARE MEASURED

DATUMS:

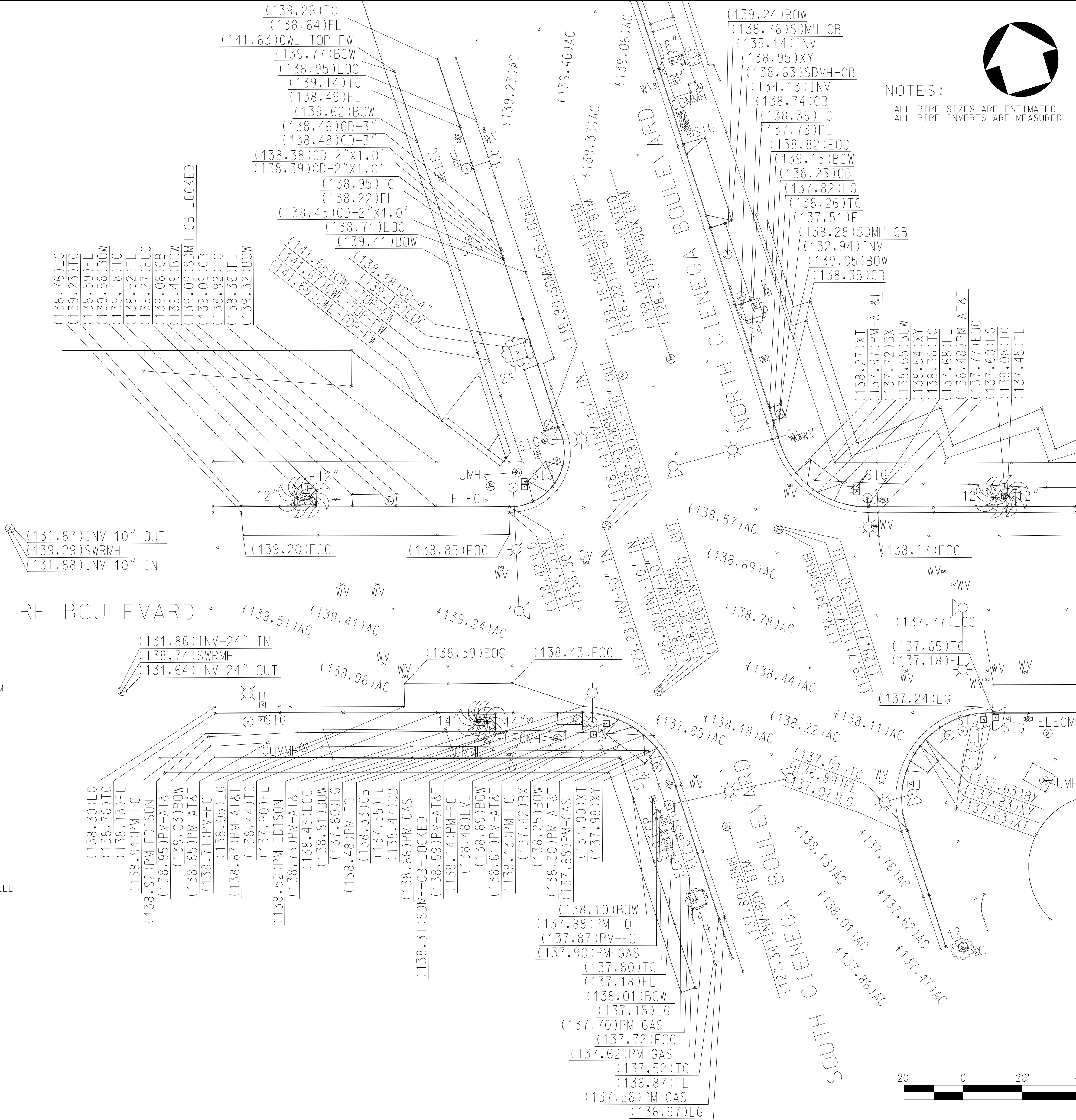
THE BASIS OF HORIZONTAL CONTROL FOR THIS PROJECT IS THE CALIFORNIA COORDINATE SYSTEM NAD83 ZONE 5 (2007 EPOCH), DETERMINED LOCALLY BY THE FOLLOWING NGS POINTS: EW9587, EW9595 AND AA9327

ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERITCAL DATUM (NAVD 1988)- SPECIFICALLY CITY OF LOS ANGELES BENCHMARKS 12-16091, 13-13450 AND 13-13352 (2000 ADJ)

SYMBOL LEGEND	
	FIRE HYDRANT
	WATER VALVE
	NEW STAND
	MONITORING WELL
	PARKING METER
	ELECTRICAL METER
	CLEAN OUT
	PALM TREE
	FLAG POLE
	BACKFLOW PREVENTOR
	SOLAR PANEL
	MAIL BOX
	STREET LIGHT
	TREE
	YARD BOX
	STREET SIGN
	TRAFFIC SIGNAL
	STREET LIGHT TRAFFIC SIGNAL
	VENT
	WATER VALVE
	GAS VALVE
	UNKNOWN VALVE
	FIRE DEPARTMENT CONNECTION
	MANHOLE
	IRRIGATION CONTROL VALVE

DESCRIPTION LEGEND

ASPHALTIC CONCRETE	AC
BACK OF WALK	BOW
BOTTOM OF X (CURB RAMP)	BOX
BOX BOTTOM	BOX BTM
CATCH BASIN	CB
COMMUNICATION MANHOLE	COMMH
CONCRETE PAVEMENT	CNC
CONCRETE WALL	CWL
CONTROL CABINET BOX	CCB
CURD DRAIN	CD
EDGE OF CONCRETE	EOC
ELECTRICAL	ELEC
ELECTRICAL MANHOLE	ELECMH
ELECTRICAL CONTROL PANEL	ECP
ELECTRICAL VAULT	EVLT
FIBER OPTIC	FO
FIRE DEPARTMENT CONNECTION	FDC
FLOWLINE	FL
FRONT OF WALK	FW
FRONT OF WALL	FW
INLET PIPE	IN
INVERT PIPE	INV
LIP OF GUTTER	LG
MONITORING WELL	MON. WELL
OUTLET PIPE	OUT
PAINTMAKER (UNDERGROUND UTILITY LOCATION)	PM
SANITARY SEWER	SS
SANITARY SEWER MANHOLE	SWRMH
SOLAR PANEL	SLRPNL
STEPS	STPS
STORM DRAIN MANHOLE	SDMH
TELEPHONE MANHOLE	TELEMH
TOP OF CURB	TC
TOP OF X (CURB RAMP)	XT
TRAFFIC SIGNAL	SIG
UNKNOWN	U
UNKNOWN MANHOLE	UMH
UNKNOWN VALVE	UV
UNKNOWN VAULT	UVLT
WATER	W
Y POINT (CURB RAMP)	XY



SEE DWG W-302



REV	DATE	BY	APP	REG NO	EXPIRES	SEAL HOLDER	DESCRIPTION		

DESIGNED BY J. JAMES
DRAWN BY H. GUARDADO
CHECKED BY L. CARLSON
IN CHARGE S. WAGNER
DATE 09/28/2012



Metro

PARSONS  
BRINCKERHOFF

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY



WESTSIDE SUBWAY EXTENSION  
ADVANCED PRELIMINARY ENGINEERING

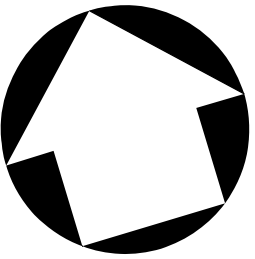
WILSHIRE/LA CIENEGA STATION  
TOPOGRAPHIC SURVEY  
SHEET 1

CONTRACT NO C1056	REV 0
DRAWING NO W-301	
SCALE 1"=20'	
SHEET NO 023	

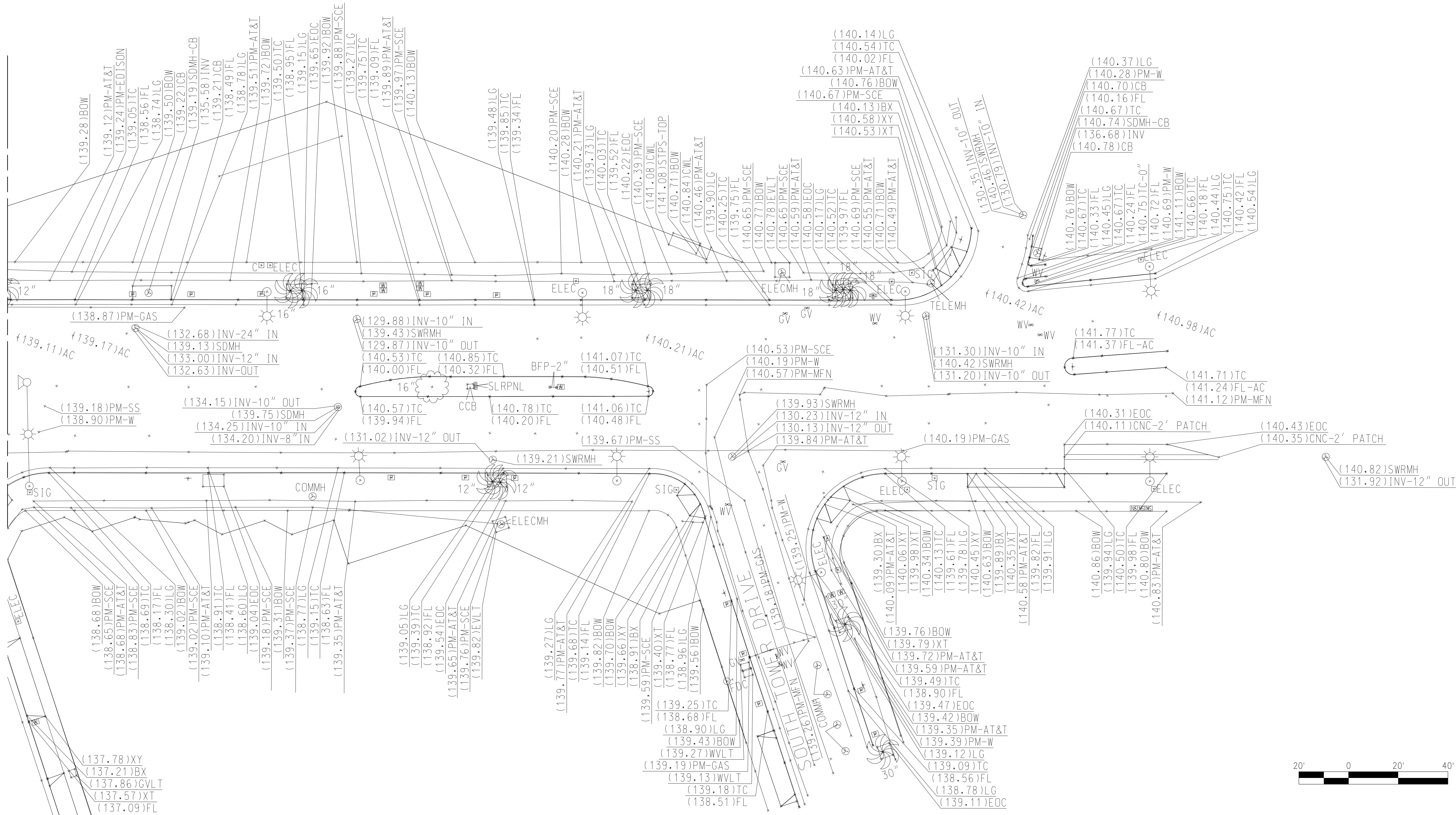






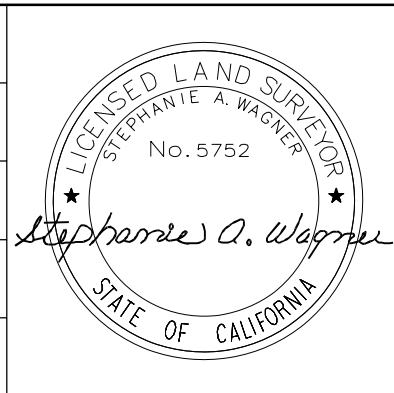


SEE DWG W-302



REV	DATE	BY	APP	REG NO	EXPIRES	SEAL	HOLDER	DESCRIPTION

DESIGNED BY  
J. JAMES  
DRAWN BY  
H. GUARDADO  
CHECKED BY  
L. CARLSON  
IN CHARGE  
S. WAGNER  
DATE  
09/28/2012

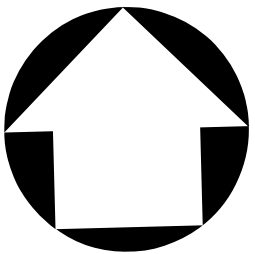
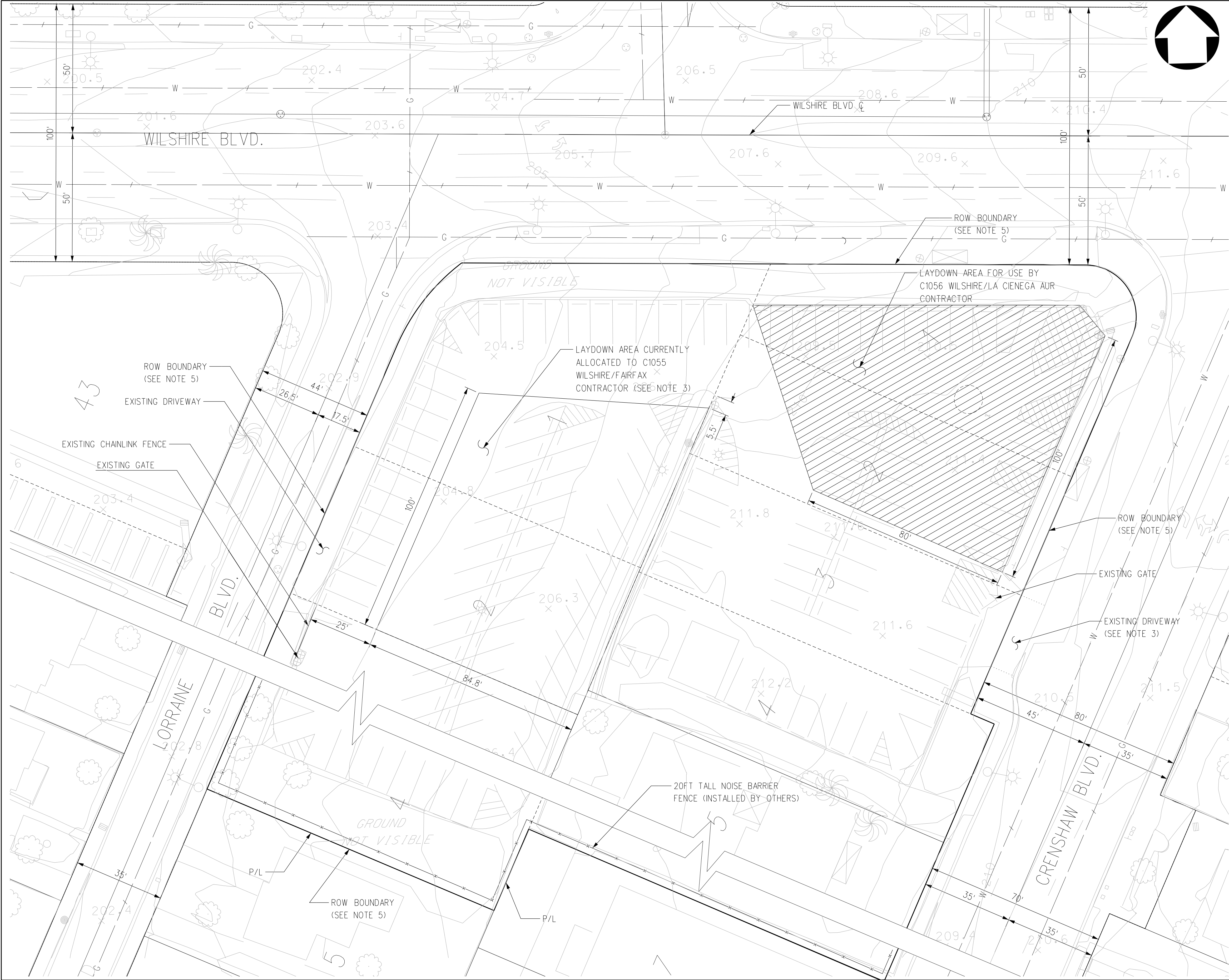


LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY  
WEST WAGNER  
ENGINEERING  
& SURVEY, INC.  
10733 PAVENHILL STREET, SUITE 100, NORTHridge, CA 91343-4532  
818.993.6500 • FAX 818.993.6511 • info@westwagner.org • www.westwagner.org

WESTSIDE SUBWAY EXTENSION  
ADVANCED PRELIMINARY ENGINEERING  
WILSHIRE/LA CIENEGA STATION  
TOPOGRAPHIC SURVEY  
SHEET 3

CONTRACT NO C1056	REV 0
DRAWING NO W-303	SCALE 1"=20'
SHEET NO 025	





NOTES:


- 1. CONTRACTOR SHALL HAVE ACCESS TO A PORTION OF THE CRENSHAW LAYDOWN YARD FOR PERFORMING THE WORK AS IDENTIFIED IN THE CONTRACT.
- 2. CONTRACTOR SHALL USE ONLY THE PORTION OF THE PARKING LOT AS SHOWN IN THIS DRAWING FOR LAYDOWN, TRAILERS, STORAGE, ETC.
- 3. CONTRACTOR SHALL SHARE THE USE OF THE CRENSHAW LAYDOWN YARD WITH OTHER CONTRACTORS, BOTH NOTED ON THIS DRAWING AND FUTURE AS MAY BE REQUIRED BY METRO.
- 4. CONTRACTOR SHALL MAINTAIN THE ENTIRE YARD INCLUDING LANDSCAPING, GRAFFITI & LITTER CONTROL, MECHANICAL SWEEPING, EROSION CONTROL NOISE BARRIER FENCE BMP'S FOR THE ENTIRE AREA WITHIN THE ROW BOUNDARY OF THE WHOLE LOT INCLUDING THE PUBLIC SIDEWALK AS NECESSARY, TO MAINTAIN A SAFE CLEAN BROOM SWEEP CONDITION FOR THE ENTIRE DURATION OF THE CONTRACT.
- 5. CONTRACTOR SHALL VACATE YARD AS IDENTIFIED IN THE CONTRACT AT THE END OF THE PROJECT.
- 6. DURING NIGHT TIME OPERATIONS, GATES ARE TO BE KEPT CLOSED AND ONLY OPENED FOR VEHICLES ENTERING AND EXITING CONSTRUCTION STAGING AREA.
- 7. UNLESS OTHERWISE INSTRUCTED, CRENSHAW LAYDOWN AREA SHALL BE HANDED OVER TO AUTHORITY IN THE SAME WORKING CONDITION AS THE CONTRACTOR RECEIVED.
- 8. CONTRACTOR IS RESPONSIBLE FOR APPLYING AND OBTAINING PERMITS FOR TEMPORARY POWER, WATER, TELEPHONE AND ALL OTHER TEMPORARY UTILITIES THAT ARE NEEDED AT THE LAYDOWN AREA.
- 9. CONTRACTOR SHALL FENCE THEIR ALLOCATED LAYDOWN AREA AS REQUIRED TO SUIT THEIR MEANS AND METHODS.




0	02/21/14	ZM		C64154	12/31/14	ZAFER MUDAR	ISSUED FOR SOLICITATION
REV	DATE	BY	APP	REG NO	EXPIRES	SEAL HOLDER	DESCRIPTION

DESIGNED BY Z. MUDAR
DRAWN BY R. NACION
CHECKED BY N. HUMBY
IN CHARGE Z. MUDAR
DATE 02/04/2014





Metro



LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE/LA CIENEGA STATION  
CRENSHAW BOULEVARD  
LAY DOWN AREA - PLAN

CONTRACT NO C1056	REV 0
DRAWING NO U-151	
SCALE 1" = 20'	
SHEET NO 026	



CONSTRUCTION NOTES:

1. DATUMS:
- a. HORIZONTAL: BASIS OF HORIZONTAL CONTROL FOR THIS PROJECT IS THE CALIFORNIA COORDINATE SYSTEM NAD83 ZONE 5 (2007.0 EPOCH). SEE ALSO DRAWING W-2001.
- b. VERTICAL: ARE BASED ON NGVD 1988. SEE ALSO DRAWING W-2001.
2. STATIONS AND INVERT ELEVATIONS OF PIPE INLETS SHOWN ON THE PROFILES ARE AT THE INSIDE FACE OF CONDUIT WALL UNLESS OTHERWISE SHOWN.
3. PIPE LATERAL (HC) CONNECTIONS TO THE MAIN TEMPORARY SEWER LINE SHALL BE FABRICATED WYES.
4. EXISTING UTILITIES SHALL BE MAINTAINED IN PLACE BY CONTRACTOR UNLESS OTHERWISE SHOWN ON THE DRAWINGS.
5. CONNECTIONS OF TEMPORARY SEWER SEWER LATERALS TO EXISTING TEMPORARY PVC SEWER LINE SHALL ALLOW FOR THE INSTALLATION OF APPROVED PIPE ADAPTORS TO EXISTING VCP HOUSE CONNECTIONS.
6. ALL TEMPORARY SEWER LATERAL CONNECTOR PIPES (HC) SHALL BE CONSTRUCTED PER THE TYPICAL LATERAL CONNECTION DETAILS ON SHEETS 34 TO 41.
7. THE CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS TO DETERMINE THE EXACT LOCATION AND DEPTHS OF ALL EXISTING UTILITIES AND STRUCTURES IN ADVANCE OF THE TEMPORARY STORM LINE INSTALLATION. WHERE INTERFERENCE BETWEEN EXISTING UTILITIES AND CONNECTOR PIPES ARE FOUND, NOTIFY METRO'S AUTHORIZED REPRESENTATIVE AND THE CITY OF BEVERLY HILLS INSPECTOR PRIOR TO ADVANCING TEMPORARY DRAINAGE PIPE INSTALLATION WORK.
8. ALL TEMPORARY SANITARY SEWER TRENCH RESTORATION STREET PAVEMENT REPLACEMENT SHALL BE CONDUCTED IN ACCORDANCE WITH THE CITY OF BEVERLY HILLS STANDARD DETAIL BH 114.
9. THE TEMPORARY SANITARY SEWER UTILITY RELOCATIONS SHOWN ON THESE DRAWINGS ARE INTENDED TO ADVANCE CONSTRUCTION OF THE FUTURE UNDERGROUND STATION AND ALL FUTURE TEMPORARY ROADWAY DECKING AND SHORING SYSTEMS. ALL REFERENCES TO THE FUTURE TEMPORARY DECKING AND AND SHORING SYSTEMS AS SHOWN ON THESE DRAWINGS ARE FOR REFERENCE ONLY AND WILL BE CONSTRUCTED BY OTHERS.
11. ALL TEMPORARY PVC SANITARY SEWER PIPE BEDDING SHALL BE IN ACCORDANCE WITH CITY OF BEVERLY HILLS STANDARD DETAIL BH 211-CASE II. BEDDING SHALL ALSO COMPLY WITH MANUFACTURES RECOMMENDATIONS FOR PVC PIPE BEDDING.
11. CONTRACTOR SHALL RESTORE AND REPLACE ALL ROADWAY PAINT STRIPPING AND PLASTIC ROADWAY STRIPPING OR DELINEATORS THAT WERE REMOVED OR OBLITERATED DURING CONSTRUCTION OF THESE UTILITIES TO THE PRECONSTRUCTION CONDITION OR BETTER. CONTRACTOR SHALL OBTAIN APPROVAL OF ALL RESTORATION BY THE CITY OF BEVERLY HILLS TRAFFIC OPERATIONS DIVISION.

TEMPORARY HIGH DENSITY POLYETHYLENE (HDPE) TEMPORARY SANITARY SEWER PIPE, MANHOLES AND FITTING NOTES:

1. ALL TEMPORARY HDPE PIPE HAVING A MATERIAL DESIGNATION CODE OF PE3608 OR HIGHER SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA C906, ASTM D3350 AND SHALL HAVE A MINIMUM CELL CLASSIFICATION OF PE345464C. IN ADDITION, THE MATERIAL SHALL BE LISTED AS MEETING NSF-61. HDPE PIPE SHALL HAVE A MINIMUM RATING FOR USE AT THE PRESSURE CLASS OR DIMENSION RATING (DR) AS LISTED ON THESE DRAWINGS.
2. ALL TEMPORARY HDPE PIPE FITTINGS, SPECIAL FABRICATED PIPE FITTINGS AND MANHOLES WITH APPURTENANCES SHALL HAVING A MATERIAL DESIGNATION CODE OF PE3608 OR HIGHER AND SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA C906, ASTM D3261 AND SHALL HAVE A MINIMUM CELL CLASSIFICATION OF PE345464C. MOLDED AND FABRICATED FITTINGS SHALL HAVE A PRESSURE RATING EQUAL TO THE PIPE UNLESS OTHERWISE SPECIFIED ON THE PLANS.
3. FITTINGS
- a. BUTT FUSION FITTINGS-FITTINGS SHALL BE MADE OF HDPE MATERIAL WITH A MINIMUM MATERIAL DESIGNATION CODE OF PE3608 AND WITH A MINIMUM CELL CLASSIFICATION AS DEFINED IN NOTE #1. BUTT FUSION FITTINGS SHALL MEET THE REQUIREMENTS OF ASTM D3261. MOLDED AND FABRICATED FITTINGS SHALL HAVE A PRESSURE RATING EQUAL TO THE PIPE UNLESS OTHERWISE SPECIFIED ON THE PLANS. ALL FITTINGS SHALL MEET THE REQUIREMENTS OF AWWA C906. MARKINGS FOR MOLDED FITTINGS SHALL COMPLY WITH THE REQUIREMENTS OF ASTM D 3261. FABRICATED FITTINGS SHALL BE MARKED IN ACCORDANCE WITH ASTM F 2206. THE PIPE SHALL BE JOINED BY THE BUTT FUSION PROCEDURE OUTLINED IN ASTM F 2620 OR PPI TR-33. ALL FUSION JOINTS SHALL BE MADE IN COMPLIANCE WITH THE PIPE OR FITTING MANUFACTURER'S RECOMMENDATIONS. FUSION JOINTS SHALL BE MADE BY QUALIFIED FUSION TECHNICIANS PER PPI TN-42.
- b. ELECTROFUSION FITTINGS-FITTINGS SHALL BE MADE OF HDPE MATERIAL WITH A MINIMUM MATERIAL DESIGNATION CODE OF PE 3608 AND WITH A MINIMUM CELL CLASSIFICATION AS DEFINED IN NOTE #1. ELECTROFUSION FITTINGS SHALL HAVE A MANUFACTURING STANDARD OF ASTM F1055. FITTINGS SHALL HAVE A PRESSURE RATING EQUAL TO THE PIPE UNLESS OTHERWISE SPECIFIED ON THE PLANS. ALL ELECTROFUSION FITTINGS SHALL BE SUITABLE FOR USE AS PRESSURE CONDUITS, AND HAVE NOMINAL BURST VALUES OF FOUR TIMES THE WORKING PRESSURE RATING (WPR) OF THE FITTING. MARKINGS SHALL BE ACCORDING TO ASTM F 1055. ELECTROFUSION JOINING SHALL BE DONE IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDED PROCEDURE. OTHER SOURCES OF ELECTROFUSION JOINING INFORMATION ARE ASTM F 1290 AND PPI TN 34. THE PROCESS OF ELECTROFUSION REQUIRES AN ELECTRIC SOURCE, A TRANSFORMER, COMMONLY CALLED AN ELECTROFUSION BOX THAT HAS WIRE LEADS, A METHOD TO READ ELECTRONICALLY (BY LASER)OR OTHERWISE INPUT THE BARCODE OF THE FITTING, AND A FITTING THAT IS COMPATIBLE WITH THE TYPE OF ELECTROFUSION BOX USED. THE ELECTROFUSION BOX MUST BE CAPABLE OF READING AND STORING THE INPUT PARAMETERS AND THE FUSION RESULTS FOR LATER DOWNLOAD TO A RECORD FILE. QUALIFICATION OF THE FUSION TECHNICIAN SHALL BE DEMONSTRATED BY EVIDENCE OF ELECTROFUSION TRAINING WITHIN THE PAST YEAR ON THE EQUIPMENT TO BE UTILIZED FOR THIS PROJECT.



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

DIAL TOLL FREE  
1-800-422-4133

AT LEAST TWO DAYS  
BEFORE YOU DIG



Metro

PARSONS  
BRINCKERHOFF

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE

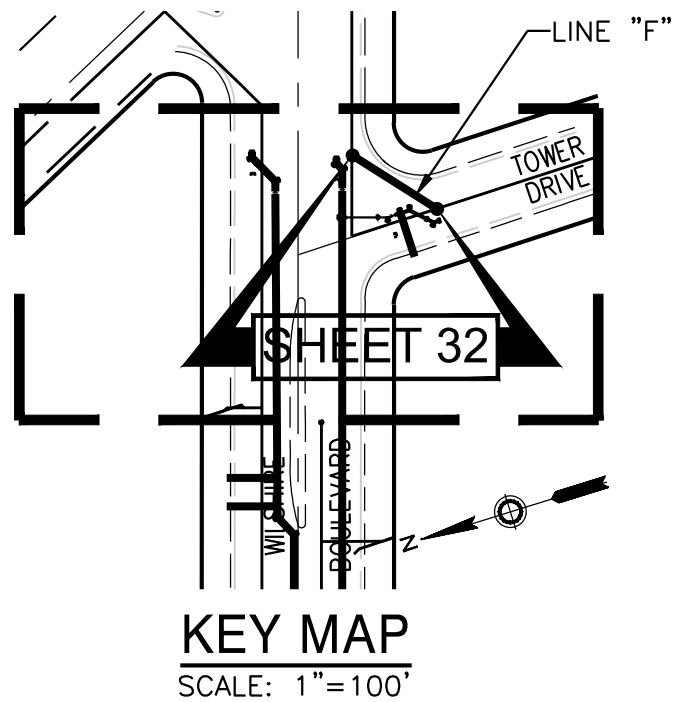
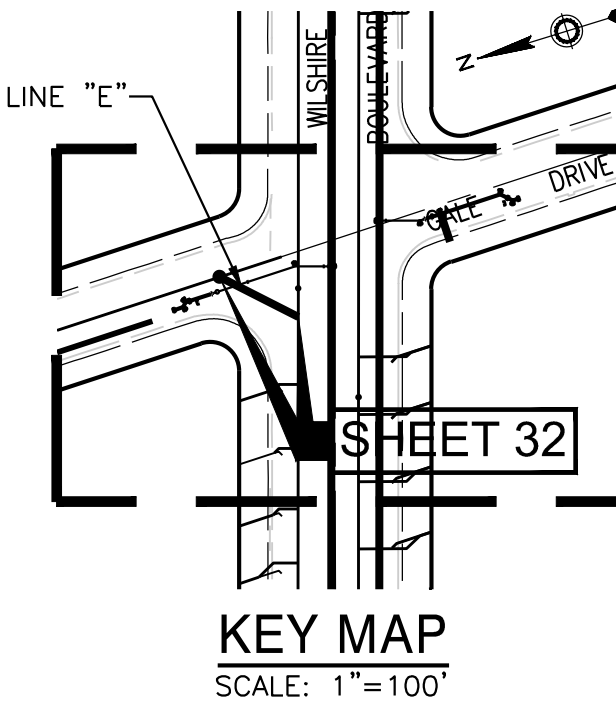
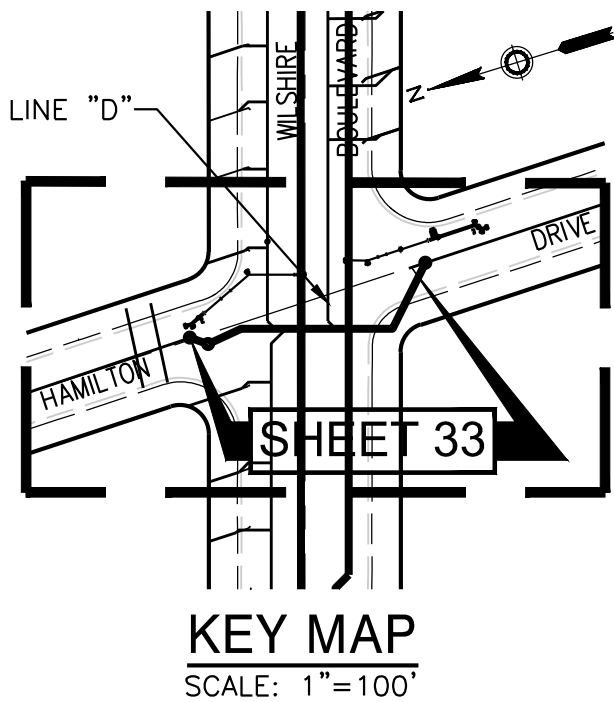
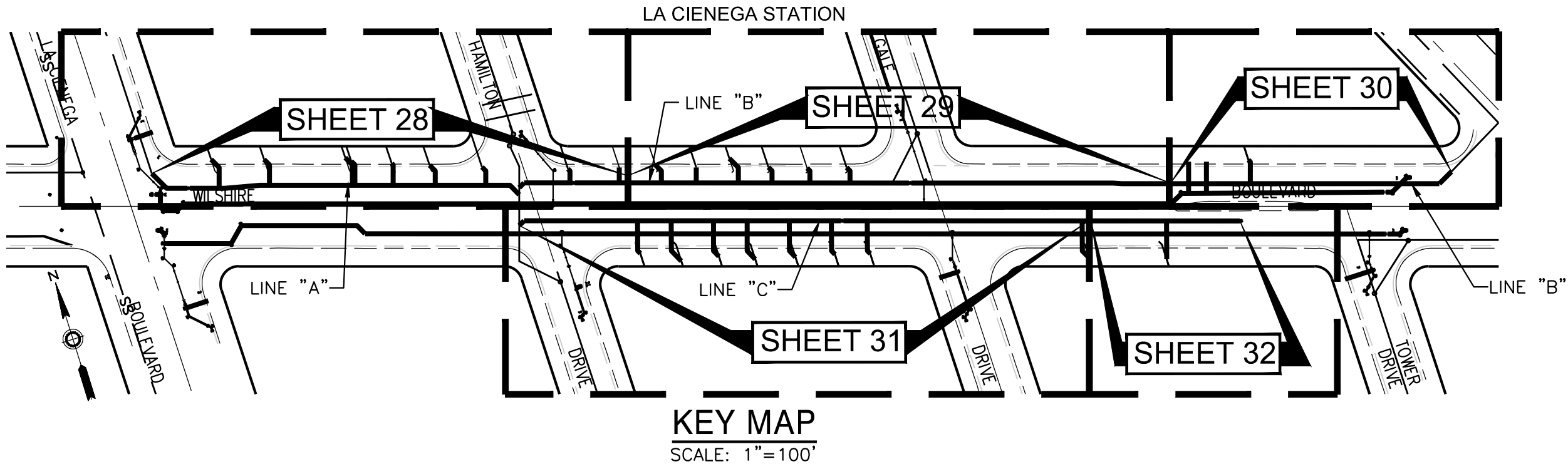
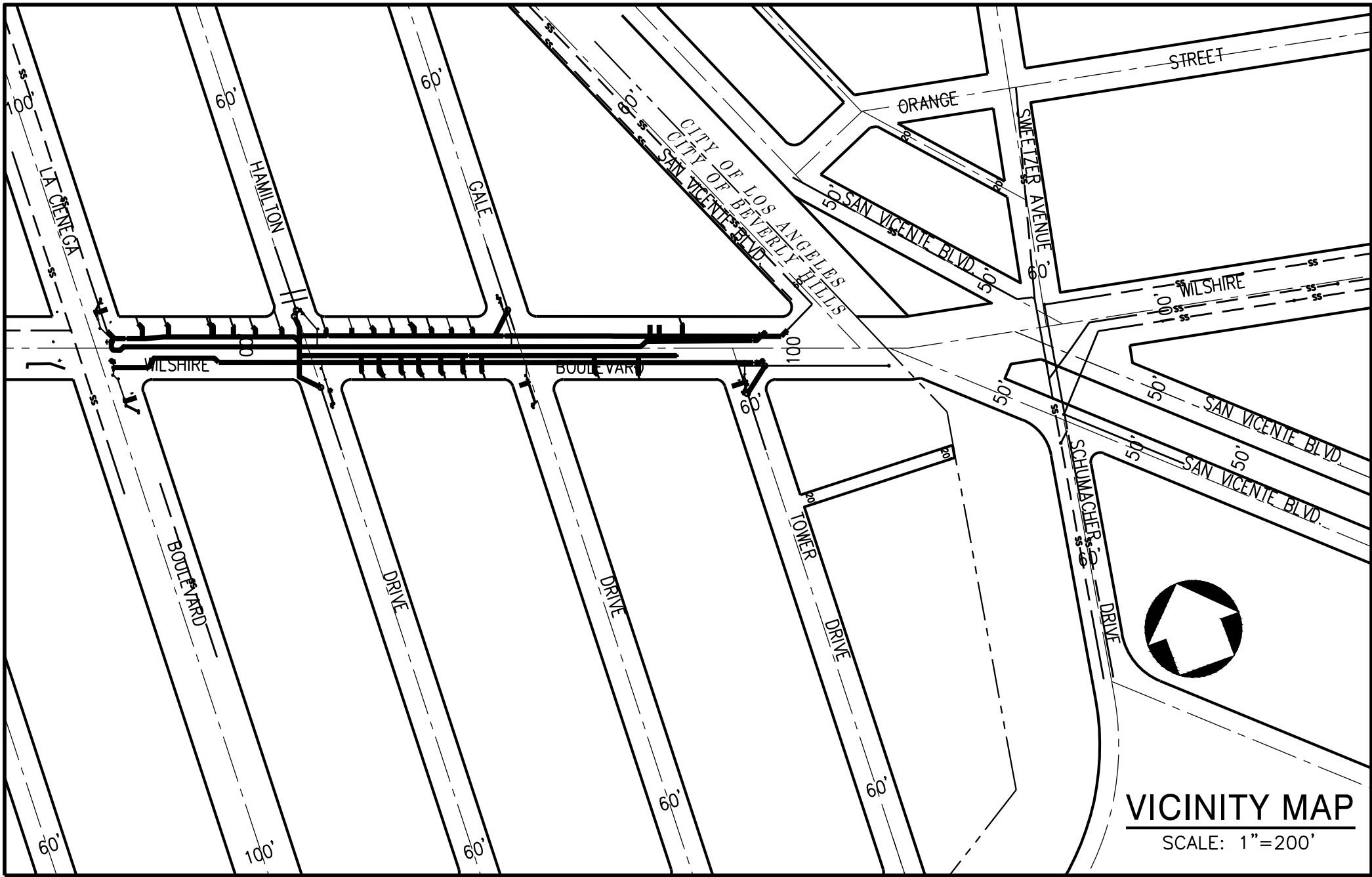


SCALE: AS SHOWN		
F.B. NO.	F.B. NO.	PAGE
DESIGNED	G. MUNSON	DATE 02/07/14
DRAWN	O. RODRIGUEZ	DATE 02/07/14
CHECKED	Z. MUDAR	DATE 02/07/14
2/21/14	ISSUED FOR SOLICITATION	ZM
DATE	REVISION	BY

C1056 AUR CONTRACT DRAWING NO. UC-100

PROJECT: BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE / LA CIENEGA STATION  
TEMPORARY SEWER RELOCATION  
TITLE SHEET, GENERAL AND CONSTRUCTION NOTES

SUBMITTED	DATE
APPROVED	DATE
JOB NO. 1335	DRAWING NO. 7443
SHEET 27 OF 76	SHEET
CITY OF BEVERLY HILLS, CALIFORNIA	
CIVIL ENGINEERING DEPARTMENT	



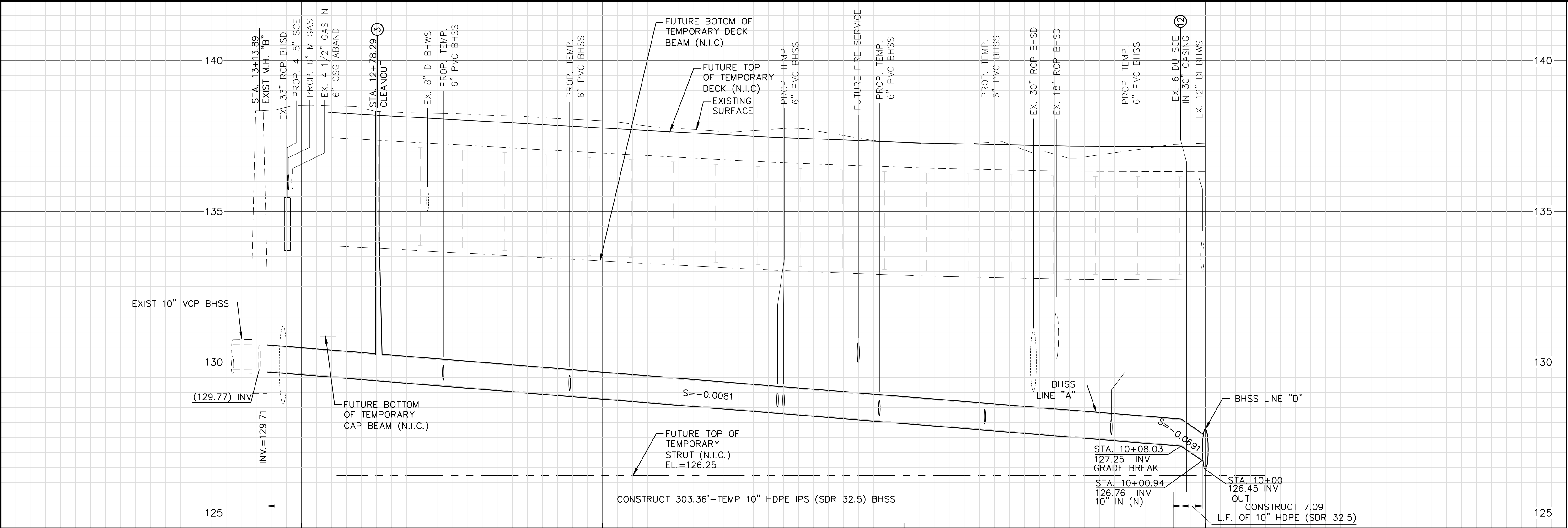
TEMPORARY HIGH DENSITY POLYETHYLENE (HDPE) TEMPORARY SANITARY SEWER PIPE, MANHOLES AND FITTING NOTES (CONT.):

4. TEMPORARY HDPE SANITARY SEWER PIPE INSTALLATION
- a. BURIED HDPE PIPE AND FITTINGS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321
- b. PIPE BEDDING - BEDDING MATERIAL SHOULD BE CLASS I, CLASS II, OR CLASS III. MATERIALS AS DEFINED BY ASTM D-2321 SECTION 6 EXCEPT WHERE SUPERCEDED BY THE CITY OF BEVERLY HILLS STD. DETAIL BH 211.
5. ALL TEMPORARY HDPE PIPE SECTIONS, HDPE SPECIAL PIPE FITTINGS, HDPE TEMPORARY MANHOLE CONNECTIONS, HDPE CLEAN-OUT ASSEMBLIES AND HDPE MANHOLE STRUCTURES SHALL BE CONSTRUCTED WITH THE FOLLOWING HEAT FUSION JOINTING METHODS: BUTT FUSION, ELECTROFUSION.
6. WHERE NEW TEMPORARY HDPE SANITARY SEWER PIPE JOINS EXISTING DISSIMILAR MATERIALS (I.E. CONCRETE OR REINFORCED CONCRETE PIPE, CONTRACTOR SHALL INSTALL FACTORY FABRICATED HDPE ADAPTORS IN ADDITION TO CONCRETE COLLARS. CONCRETE COLLARS SHALL BE CONSTRUCTED IN ACCORDANCE WITH GREEN BOOK STD. DETAIL 380-4.
7. HDPE PIPE DELIVERED TO THE PROJECT SHALL HAVE STANDARD MARKINGS PRINTED ON EACH PIPE WHICH CONSIST OF NOMINAL SIZE AND OD BASE, MATERIAL CODE, DIMENSION RATIO, PRESSURE CLASS, CURRENT AWWA C906 (IF APPLICABLE), ASTM F714 (IF APPLICABLE), AND PRODUCTION DATE (DAY, MONTH, & YEAR).
8. CONTRACTOR TO PROVIDE WRITTEN CONFIRMATION OR ATTESTATION FROM MANUFACTURER THAT PRODUCTS SHIPPED MEETS OR EXCEEDS THE STANDARDS SET FORTH IN THESE REQUIREMENTS. CONTRACTOR SHALL ALSO PROVIDE MANUFACTURERS RECOMMENDED FUSION PROCEDURES FOR THE PRODUCTS PROVIDED.
9. CONTRACTOR SHALL COORDINATE DELIVERY, STORAGE AND HANDLING OF ALL HDPE PIPE, PIPE FITTINGS AND MANHOLES. PIPE SHALL BE IN ACCORDANCE WITH THE PPI HANDBOOK OF POLYETHYLENE PIPE (2ND EDITION), CHAPTER 2 USING APPROVED STRAPPING AND EQUIPMENT RATED FOR THE LOADS ENCOUNTERED. DO NOT USE CHAINS, WIRE ROPE, FORKLIFTS OR OTHER METHODS OR EQUIPMENT THAT MAY GOUGE OR DAMAGE THE PIPE OR ENDANGER PERSONS OR PROPERTY. FIELD STORAGE IS TO BE IN COMPLIANCE WITH AWWA MANUAL OF PRACTICE M55 CHAPTER 7. IF ANY GOUGES, SCRAPES, OR OTHER DAMAGE TO THE PIPE RESULTS IN LOSS OF 10% OF THE PIPE WALL THICKNESS, CUT OUT THAT SECTION OR DO NOT USE.

DATUMS:

THE BASIS OF HORIZONTAL CONTROL FOR THIS PROJECT IS THE CALIFORNIA COORDINATE SYSTEM NAD83 ZONE 5 (2007.0 EPOCH) DETERMINED LOCALLY BY THE FOLLOWING NGS POINTS: EW9587, EW9595 AND AA9327

ELEVATIONS ARE BASED ON THE NAVD 1988 - SPECIFICALLY CITY OF LOS ANGELES BENCHMARKS 12-16091, 13-13450 AND 13-13352 (2000 ADJ)



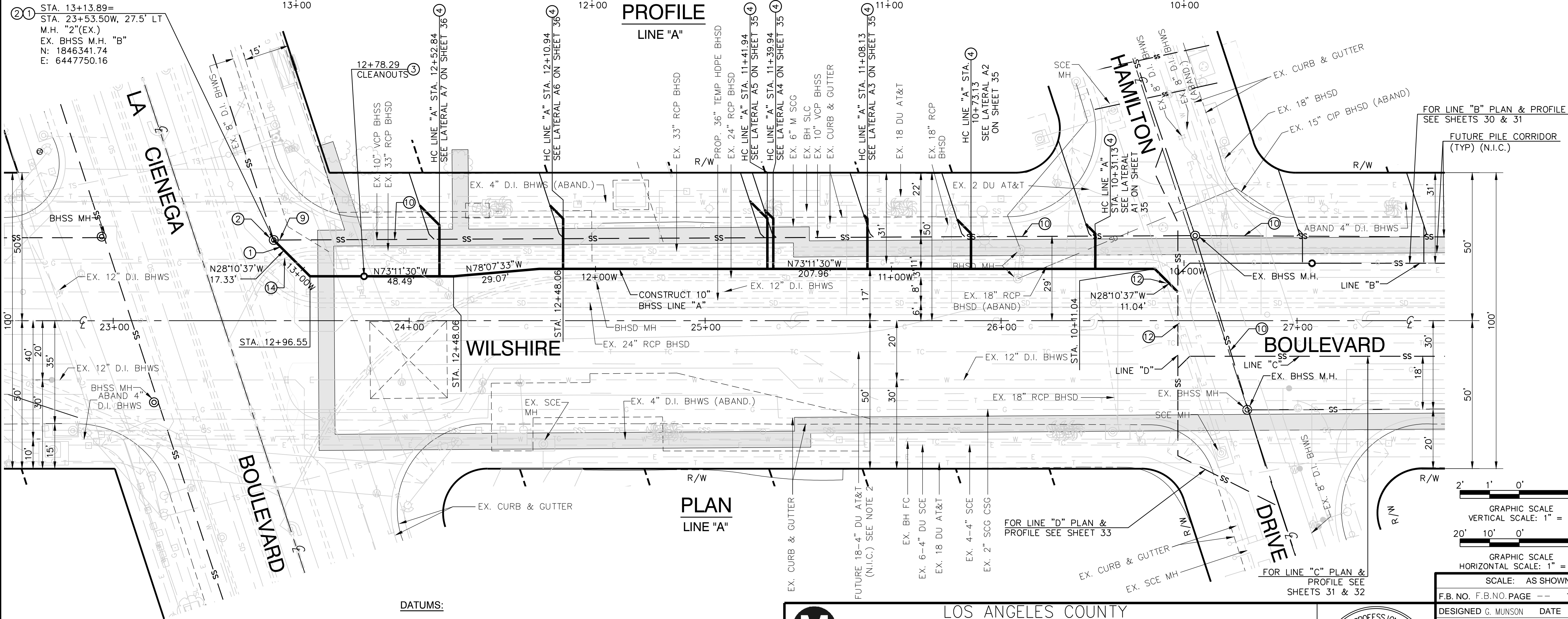
HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

**ABBREVIATIONS:**

BH =CITY OF BEVERLY HILLS  
EX =EXISTING  
J.C. =JUNCTION CHAMBER  
N.I.C. =NOT IN CONTRACT  
PROP. =PROPOSED

**SEWER CONSTRUCTION KEYNOTES:**

- CONNECT TO EXISTING BHSS MANHOLE. FIELD VERIFY EXIST. INVERT ELEVATIONS.
- REMODEL EXISTING BHSS MANHOLE CHANNEL. PER GREEN BOOK SPEC SECTION 306-6 AND DETAIL "B" ON SHEET 34..
- CONSTRUCT TEMP. TRAFFIC RATED 8" C.O. ASSY W/CAST IRON FRAME AND LID PER DETAIL ON SHEET 41. ADJUST FRAME TO EXIST ROADWAY GRADE.
- CONSTRUCT TEMP. 6" HDPE SEWER LATERAL (H.C.) PER TYPICAL CONNECTION DETAIL ON SHEET 34 AND PROFILE ON SHEETS 35-40.
- ABANDON EXIST MANHOLE IN PLACE AS IS.
- ABANDON EXISTING BHSS PER GREEN BOOK SPEC SECTION 306-5.
- ABANDON EXISTING BHSS PIPE IN PLACE AS IS.
- FIELD VERIFY AND EXPOSE EXIST. 30" D.U. SCE DUCT IN 20" STL CASING DETERMINE ELEVATIONS AND FORWARD TO METRO'S AUTHORIZED REPRESENTATIVE PRIOR TO CONSTRUCTING SANITARY SEWER LINE "A" AND LINE "D".
- CONTRACTOR SHALL DECOMMISSION EXISTING STORM DRAIN LINE BEFORE INSTALLING THIS PORTION OF BHSS LINE "A".



**NOTES:**

- TO BE CONSTRUCTED PER C1056 ADVANCED UTILITY RELOCATIONS CONTRACT PACKAGE.
- C1056 CONTRACTOR TO VERIFY STATUS OF UTILITY RELOCATIONS THE OWNER.

C1056 AUR CONTRACT DRAWING NO. UC-101

PROJECT: BEVERLY HILLS  
**WESTSIDE SUBWAY EXTENSION**  
**ADVANCED UTILITY RELOCATIONS**  
WILSHIRE / LA CIENEGA STATION  
TEMPORARY SEWER RELOCATION  
LINE "A" PLAN AND PROFILE  
STA 10+00.00 TO STA 13+13.89

SUBMITTED	DATE
APPROVED	DATE
CITY ENGINEER	
JOB NO. 1335	DRAWING NO. 7443
SHEET 28 OF 76 SHEET	
CITY OF BEVERLY HILLS, CALIFORNIA	
CIVIL ENGINEERING DEPARTMENT	



**Metro**

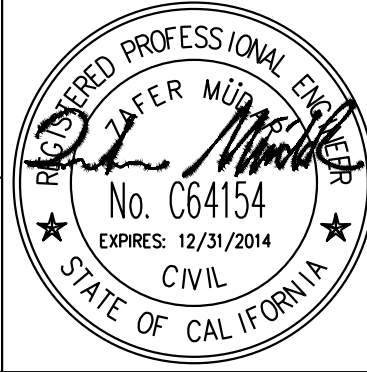
**PARSONS BRINCKERHOFF**

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

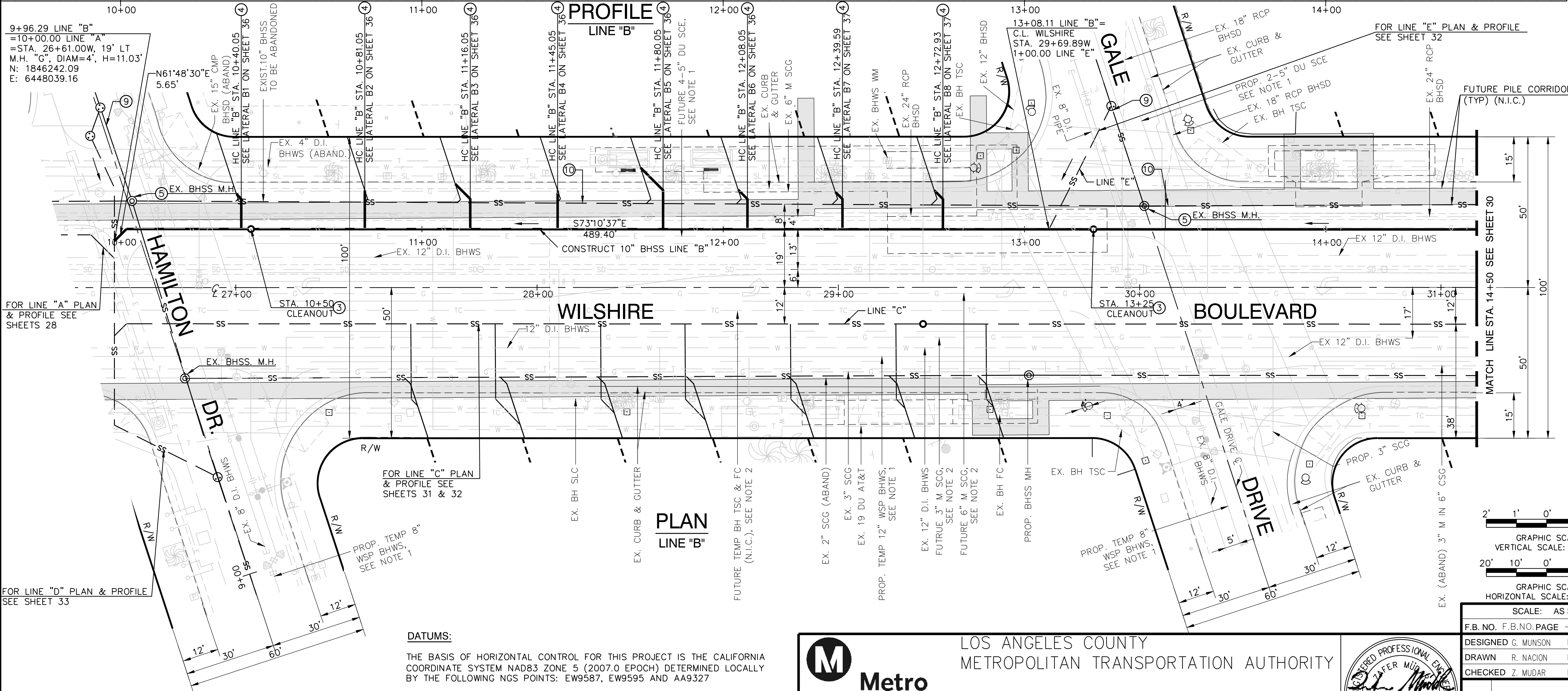
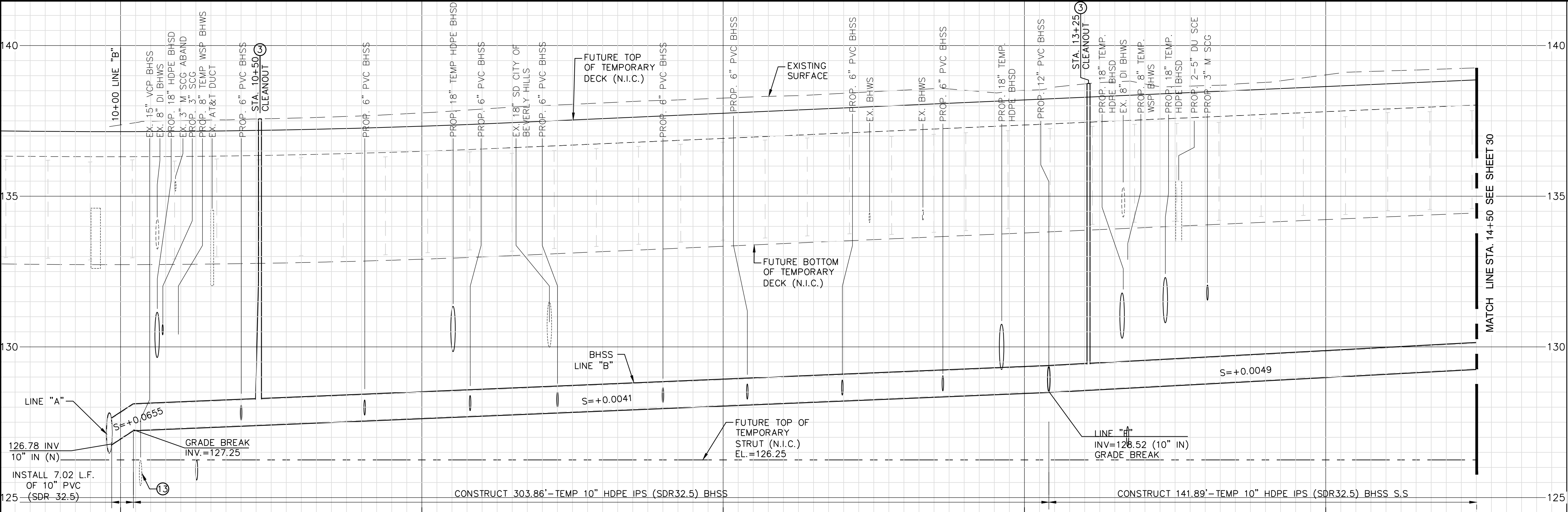
PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE



DESIGNED G. MUNSON	DATE 02/07/14
DRAWN R. NACON	DATE 02/07/14
CHECKED Z. MUDAR	DATE 02/07/14
2/21/14	ISSUED FOR SOLICITATION
DATE	REVISION
	BY





HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

**ABBREVIATIONS:**  
BH =CITY OF BEVERLY HILLS  
EX =EXISTING  
J.C. =JUNCTION CHAMBER  
N.I.C. =NOT IN CONTRACT  
PROP. =PROPOSED

**SEWER CONSTRUCTION KEYNOTES:**

- CONSTRUCT TRAFFIC RATED TEMP. 8" C.O. ASSY W/CAST IRON FRAME AND LID PER DETAIL ON SHEET 40, ADJUST FRAME TO EXIST ROADWAY GRADE.
- CONSTRUCT TEMP 6" HDPE SEWER LATERAL (H.C.) PROFILE DETAIL ON SHEET 34.
- ABANDON EXISTING MANHOLE. IN PLACE AS IS.
- ABANDON EXISTING BHSS PER GREEN BOOK SPEC. SECTION 306-5.
- ABANDON EXISTING BHSS PIPE IN PLACE AS IS.

**NOTES:**

- TO BE CONSTRUCTED PER C1056 ADVANCED UTILITY RELOCATIONS CONTRACT PACKAGE.
- C1056 CONTRACTOR TO VERIFY STATUS OF UTILITY RELOCATIONS WITH THE OWNER.

**C1056 AUR CONTRACT DRAWING NO. UC-102**

**PROJECT:** BEVERLY HILLS  
**WESTSIDE SUBWAY EXTENSION**  
**ADVANCED UTILITY RELOCATIONS**  
WILSHIRE / LA CIENEGA STATION  
TEMPORARY SEWER RELOCATION  
LINE "B" PLAN AND PROFILE  
STA 9+96.29 TO STA 14+50.00

**GRAPHIC SCALE**  
VERTICAL SCALE: 1" = 2'  
HORIZONTAL SCALE: 1" = 20'  
SCALE: AS SHOWN

F.B. NO.	F.B. NO.	PAGE	TO
DESIGNED G. MUNSON	DATE	02/07/14	
DRAWN R. NACION	DATE	02/07/14	
CHECKED Z. MUDAR	DATE	02/07/14	

**DATE** 2/21/14 **ISSUED FOR SOLICITATION** **ZM**

**DATE** **REVISION** **BY**

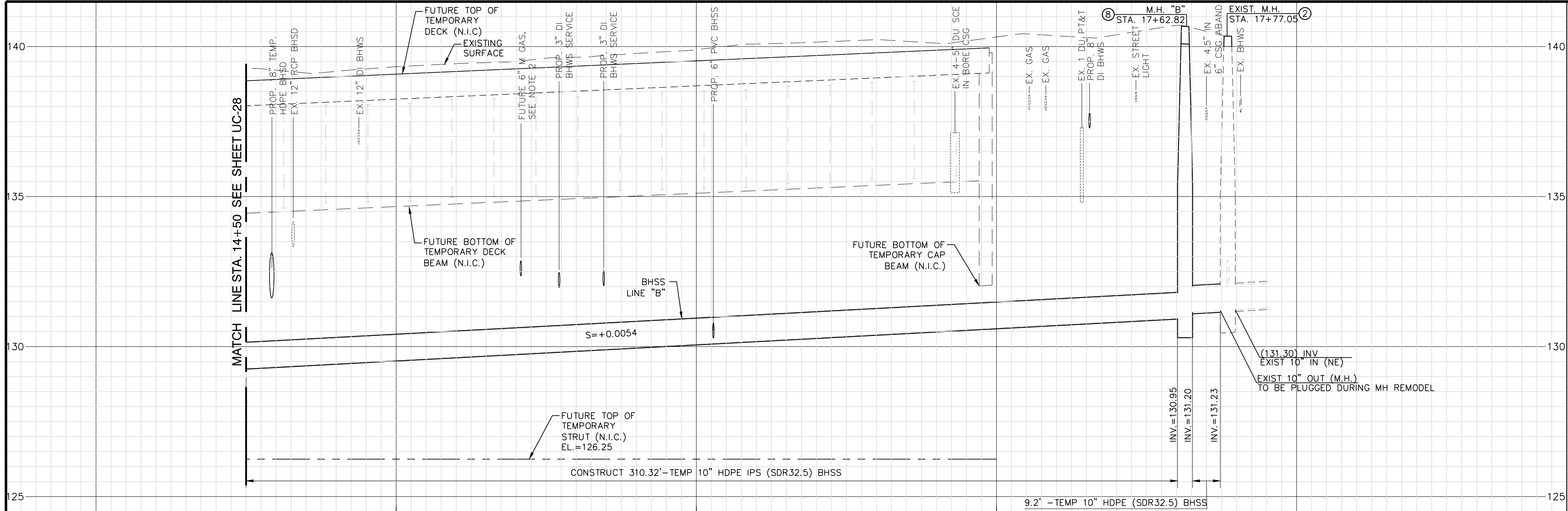
**JOB NO.** 1335 **DRAWING NO.** 7443  
**SHEET 29 OF 76 SHEET**

**CITY OF BEVERLY HILLS, CALIFORNIA**  
CIVIL ENGINEERING DEPARTMENT

**Los Angeles County Metropolitan Transportation Authority**  
777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017  
PREPARED UNDER THE SUPERVISION OF:  
NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE

**PROFESSIONAL ENGINEER**  
ZAFER MUDAR  
No. C64154  
EXPIRES: 12/31/2014  
CIVIL  
STATE OF CALIFORNIA

Plotted by: Nacion, Roque  
Plot Date & Time: 2/19/2014 8:49:27 PM  
DWG filename: L:\LA\SSM\WAGBM\CA00\112 UTILITIES\CITY OF BH\BHSWER\PLANS & PROFILES\G1056\G102.DWG



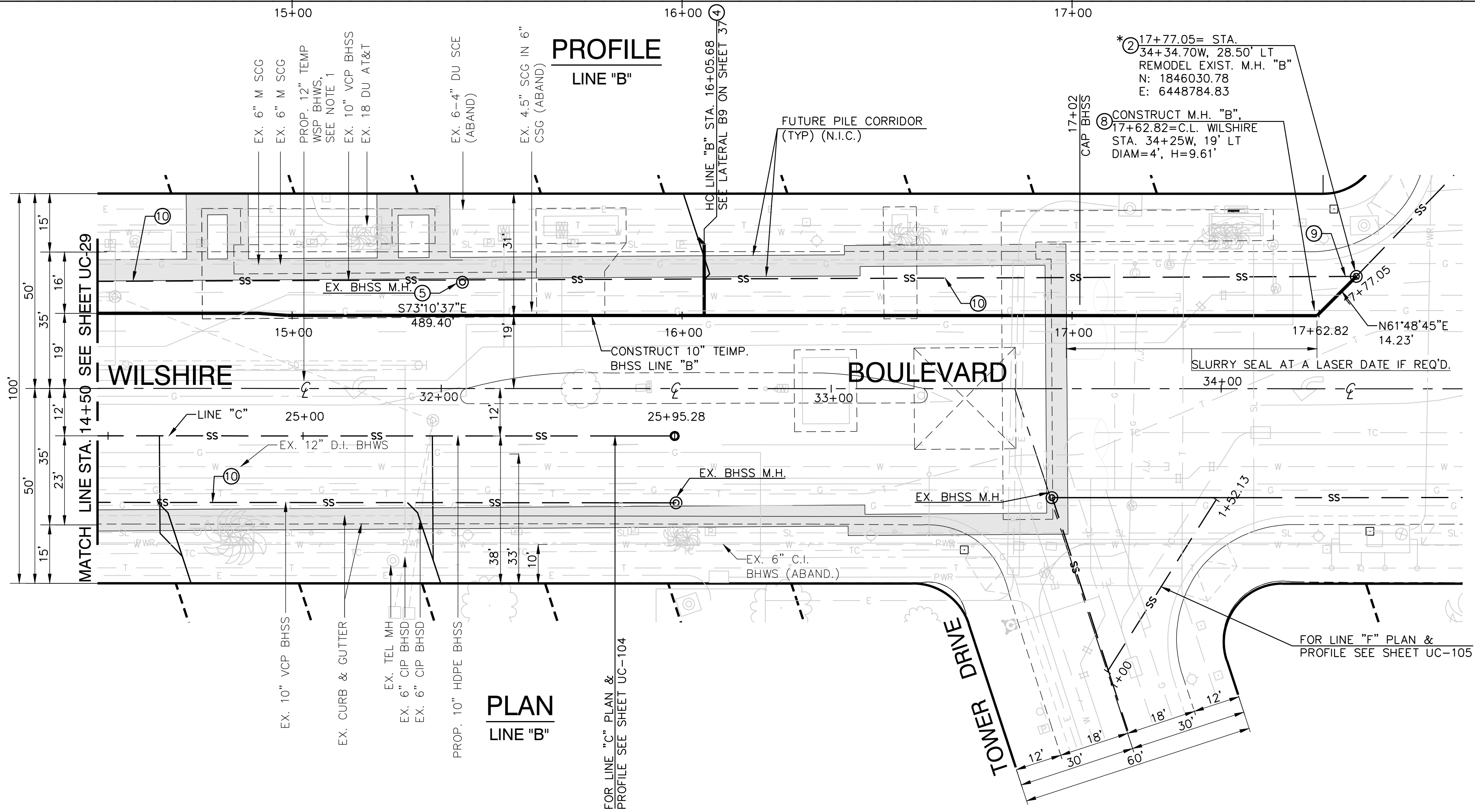
HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

**ABBREVIATIONS:**

BH =CITY OF BEVERLY HILLS  
EX =EXISTING  
J.C. =JUNCTION CHAMBER  
N.I.C. =NOT IN CONTRACT  
PROP. =PROPOSED

**SEWER CONSTRUCTION KEYNOTES:**

- REMODEL EXISTING BHSS MANHOLE CHANNEL PER GREEN BOOK SPEC SECTION 306-6 AND DETAIL "C" ON SHEET 34.
- CONSTRUCT TEMP 6" HDPE SEWER LATERAL (H.C.) PER TYPICAL CONNECTION DETAIL ON SHEET 34 AND PROFILE ON SHEET 38.
- ABANDON EXISTING M.H. IN PLACE AS IS.
- CONSTRUCT BHSS M.H. "B" PER STD. DETAIL BH 202.
- ABANDON EXISTING BHSS PER GREEN BOOK SPEC SECTION 306-5.
- ABANDON EXISTING BHSS PIPE IN PLACE AS IS.



**DATUMS:**

THE BASIS OF HORIZONTAL CONTROL FOR THIS PROJECT IS THE CALIFORNIA COORDINATE SYSTEM NAD83 ZONE 5 (2007.0 EPOCH) DETERMINED LOCALLY BY THE FOLLOWING NGS POINTS: EW9587, EW9595 AND AA9327

ELEVATIONS ARE BASED ON THE NAVD 1988 - SPECIFICALLY CITY OF LOS ANGELES BENCHMARKS 12-16091, 13-13450 AND 13-13352 (2000 ADJ)



**Metro**

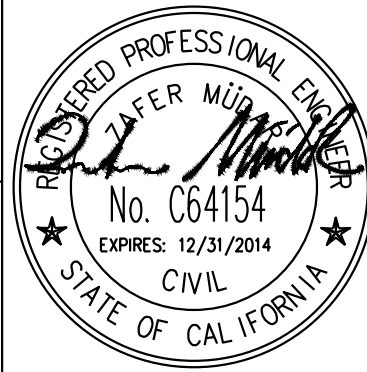
**PARSONS  
BRINCKERHOFF**

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE



GRAPHIC SCALE VERTICAL SCALE: 1" = 2'		
GRAPHIC SCALE HORIZONTAL SCALE: 1" = 20'		
SCALE: AS SHOWN		
F.B. NO.	F.B. NO.	PAGE
DESIGNED G. MUNSON DATE 02/07/14		
DRAWN R. NACION DATE 02/07/14		
CHECKED Z. MUDAR DATE 02/07/14		
2/21/14	ISSUED FOR SOLICITATION	ZM
DATE	REVISION	BY

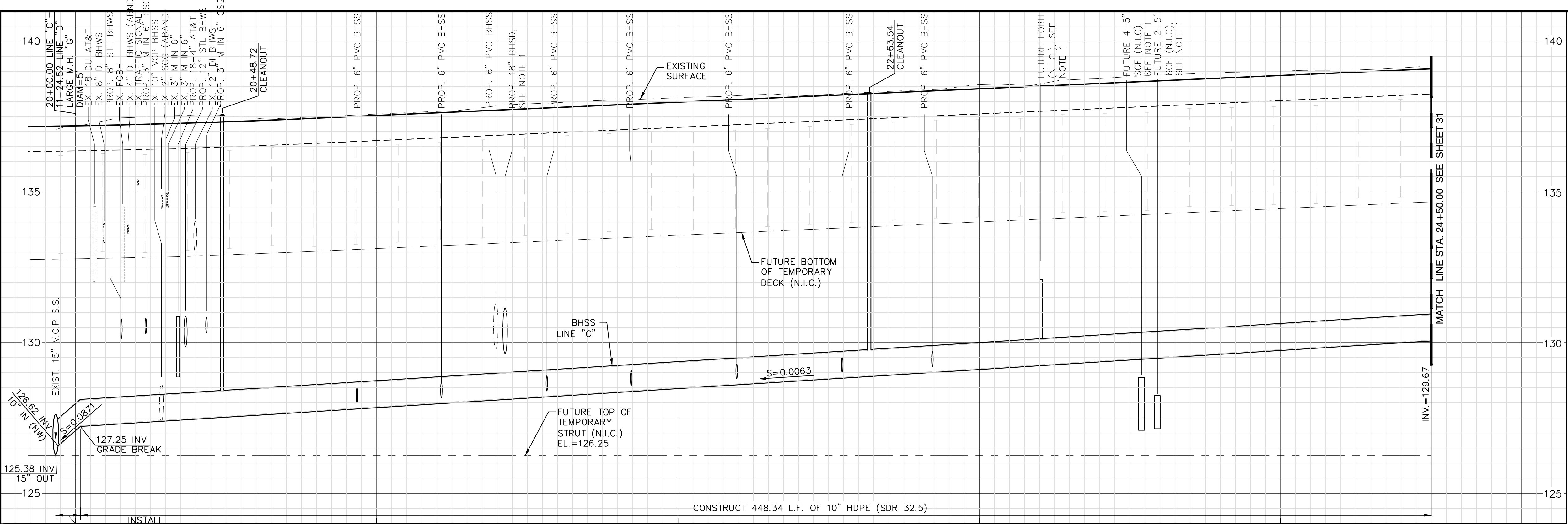
**NOTES:**

- TO BE CONSTRUCTED PER C1056 ADVANCED UTILITY RELOCATIONS CONTRACT PACKAGE.
  - C1056 CONTRACTOR TO VERIFY STATUS OF UTILITY RELOCATIONS WITH THE OWNER.
- \* TO BE VERIFIED WITH COBH

C1056 AUR CONTRACT DRAWING NO. UC-103

PROJECT: BEVERLY HILLS  
**WESTSIDE SUBWAY EXTENSION**  
**ADVANCED UTILITY RELOCATIONS**  
WILSHIRE / LA CIENEGA STATION  
TEMPORARY SEWER RELOCATION  
LINE "B" PLAN AND PROFILE  
STA 14+50.00 TO STA 17+77.05

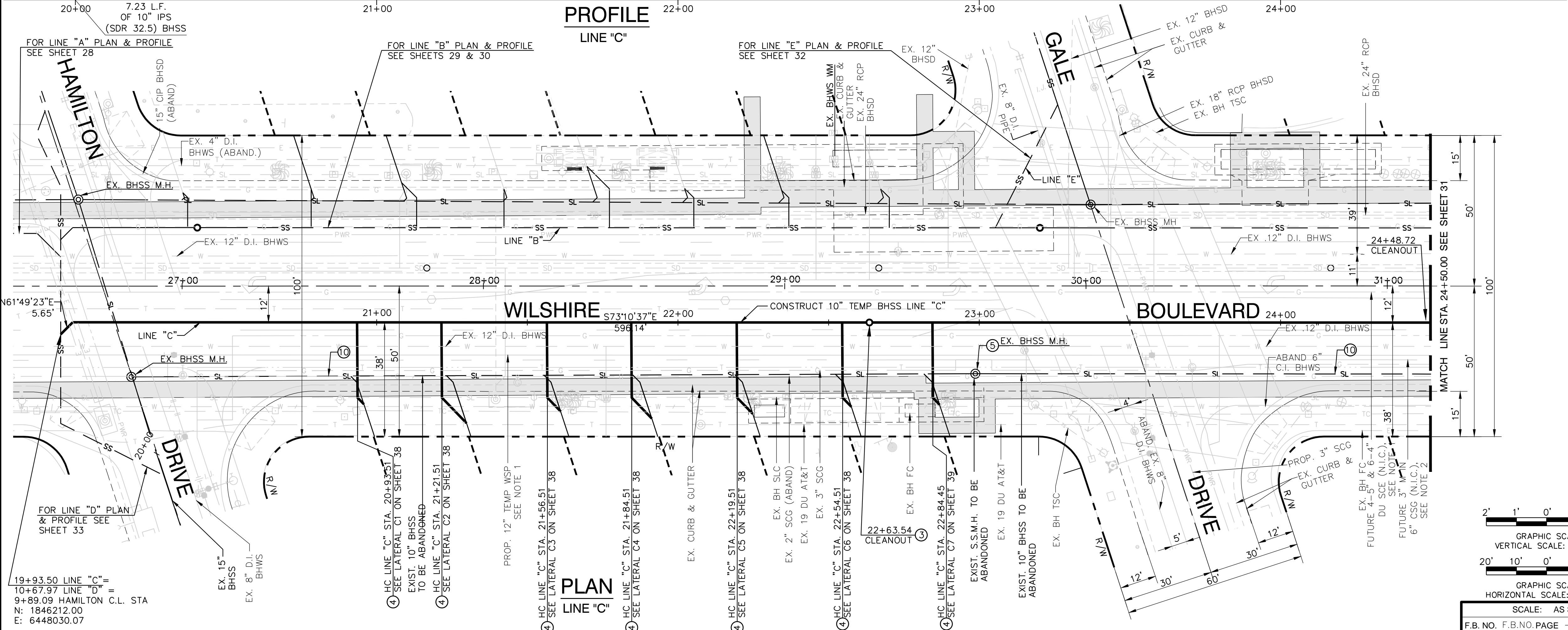
SUBMITTED	DATE
APPROVED	DATE
CITY ENGINEER	
JOB NO. 1335	DRAWING NO. 7443
SHEET 30 OF 76 SHEET	
CITY OF BEVERLY HILLS, CALIFORNIA CIVIL ENGINEERING DEPARTMENT	



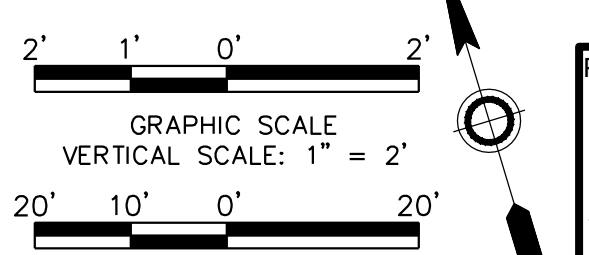
HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

**ABBREVIATIONS:**  
BH = CITY OF BEVERLY HILLS  
EX = EXISTING  
J.C. = JUNCTION CHAMBER  
N.I.C. = NOT IN CONTRACT  
PROP. = PROPOSED

- SEWER CONSTRUCTION KEYNOTES:**
- CONSTRUCT TEMP. TRAFFIC RATED 8" C.O. ASSY W/CAST IRON FRAME AND LID PER DETAIL ON SHEET 41. ADJUST FRAME TO EXIST ROADWAY GRADE.
  - CONSTRUCT TEMP 6" HDPE SEWER LATERAL (H.C.) PER TYPICAL CONNECTION DETAIL ON SHEET 34 AND PROFILE ON SHEET 38.
  - ABANDON EXISTING M.H. IN PLACE AS IS.
  - ABANDON EXISTING BHSS PIPE IN PLACE AS IS.



- NOTES:**
- TO BE CONSTRUCTED PER C1056 ADVANCED UTILITY RELOCATIONS CONTRACT PACKAGE.
  - C1056 CONTRACTOR TO VERIFY STATUS OF UTILITY RELOCATIONS WITH THE OWNER.



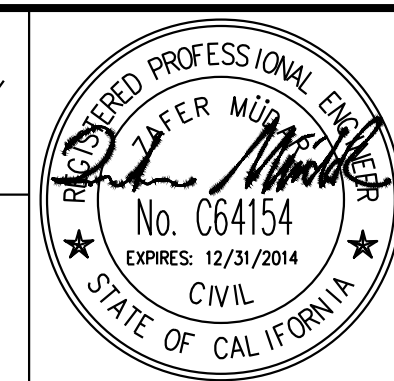
C1056 AUR CONTRACT DRAWING NO. UC-104

PROJECT: BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE / LA CIENEGA STATION  
TEMPORARY SEWER RELOCATION  
LINE "C" PLAN AND PROFILE  
STA 19+93.50 TO STA 24+50.00

**Metro**  
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:  
NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE



F.B. NO.	F.B. NO.	PAGE	TO
DESIGNED G. MUNSON	DATE	02/07/14	
DRAWN R. NACION	DATE	02/07/14	
CHECKED Z. MUDAR	DATE	02/07/14	
2/21/14	ISSUED FOR SOLICITATION	ZM	
DATE	REVISION	BY	

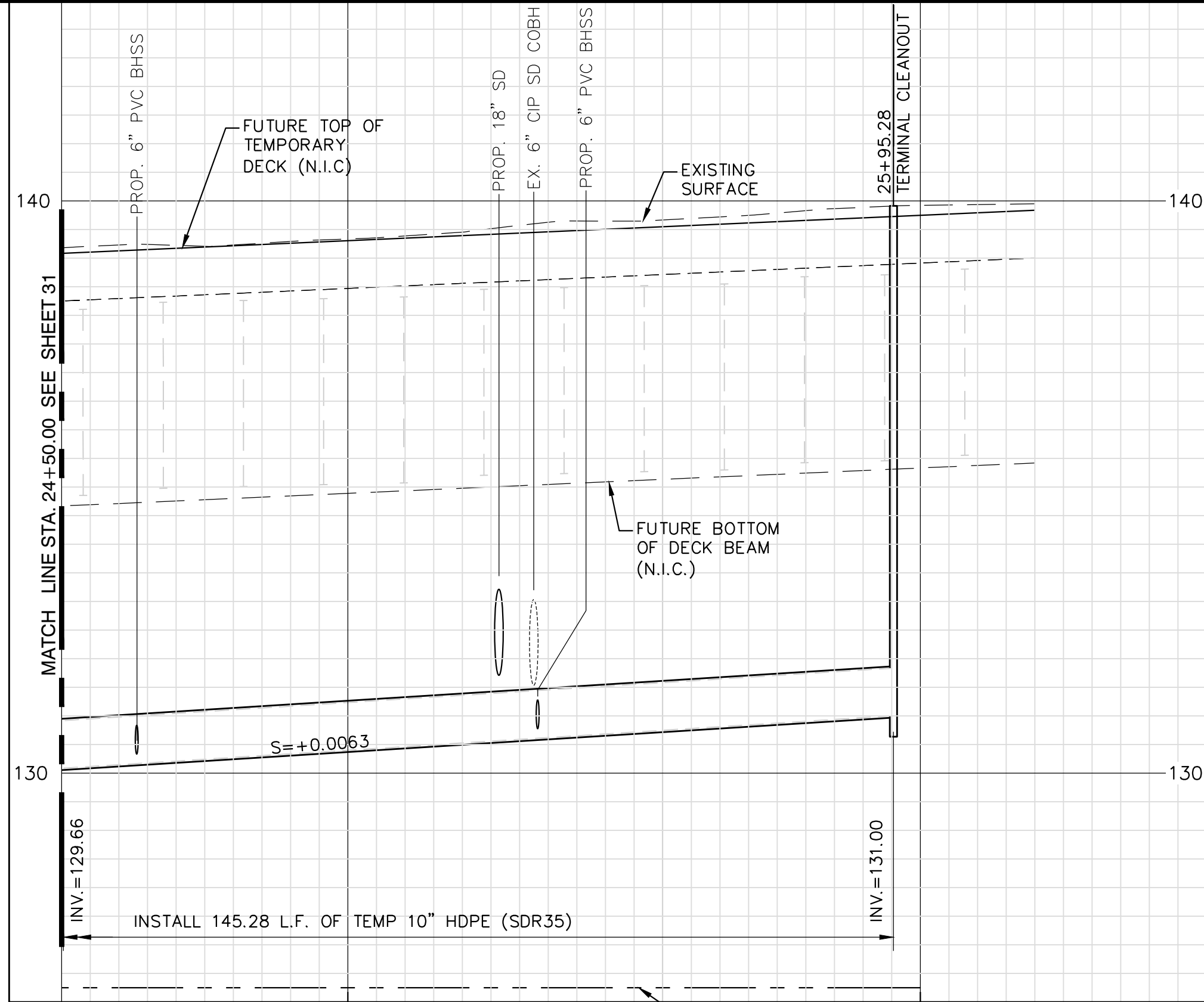
SUBMITTED	DATE
APPROVED	DATE
JOB NO. 1335	DRAWING NO. 7443
	SHEET 31 OF 76 SHEET
CITY OF BEVERLY HILLS, CALIFORNIA CIVIL ENGINEERING DEPARTMENT	

**DATUMS:**

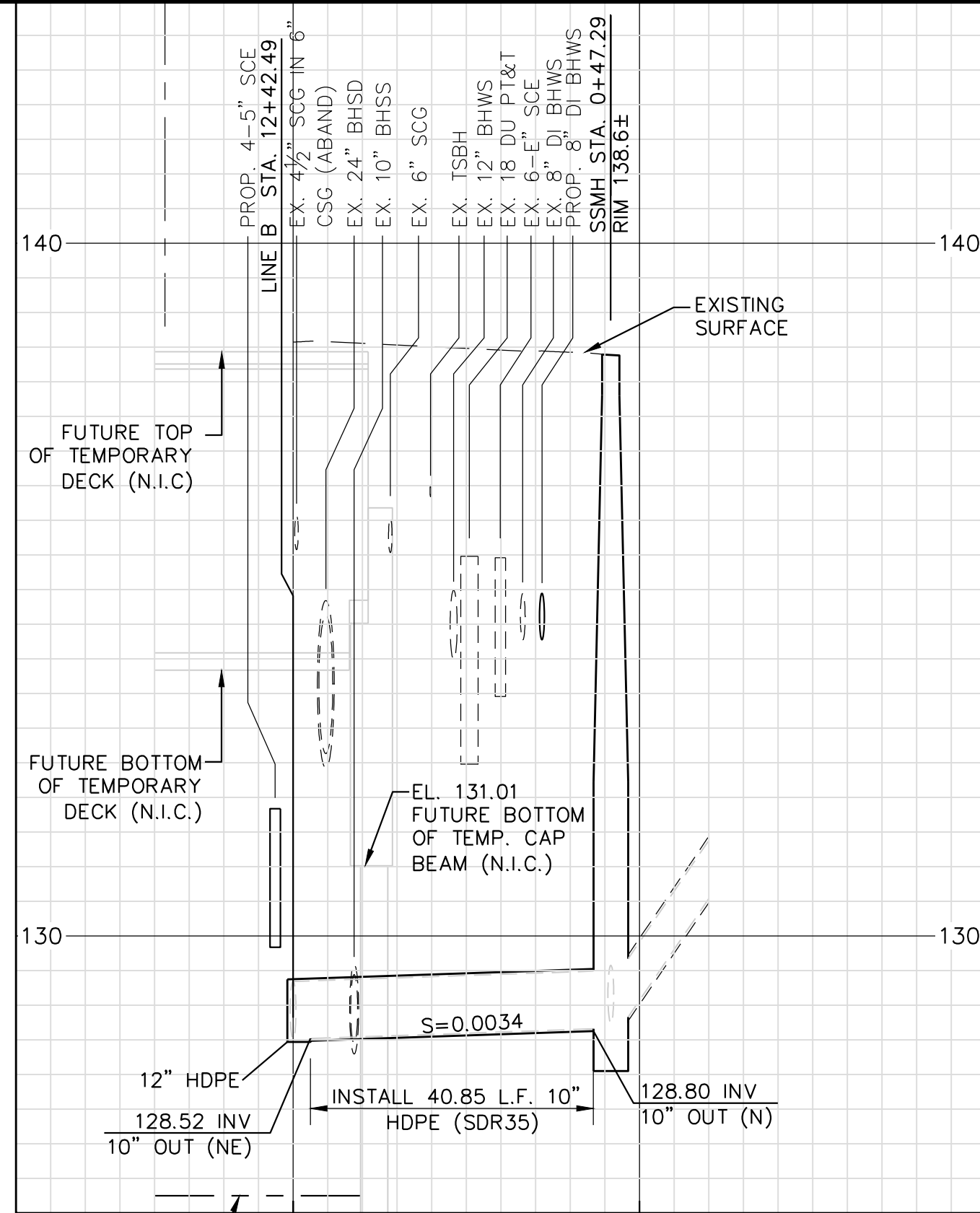
THE BASIS OF HORIZONTAL CONTROL FOR THIS PROJECT IS THE CALIFORNIA COORDINATE SYSTEM NAD83 ZONE 5 (2007.0 EPOCH) DETERMINED LOCALLY BY THE FOLLOWING NGS POINTS: EW9587, EW9595 AND AA9327

ELEVATIONS ARE BASED ON THE NAVD 1988 - SPECIFICALLY CITY OF LOS ANGELES BENCHMARKS 12-16091, 13-13450 AND 13-13352 (2000 ADJ)

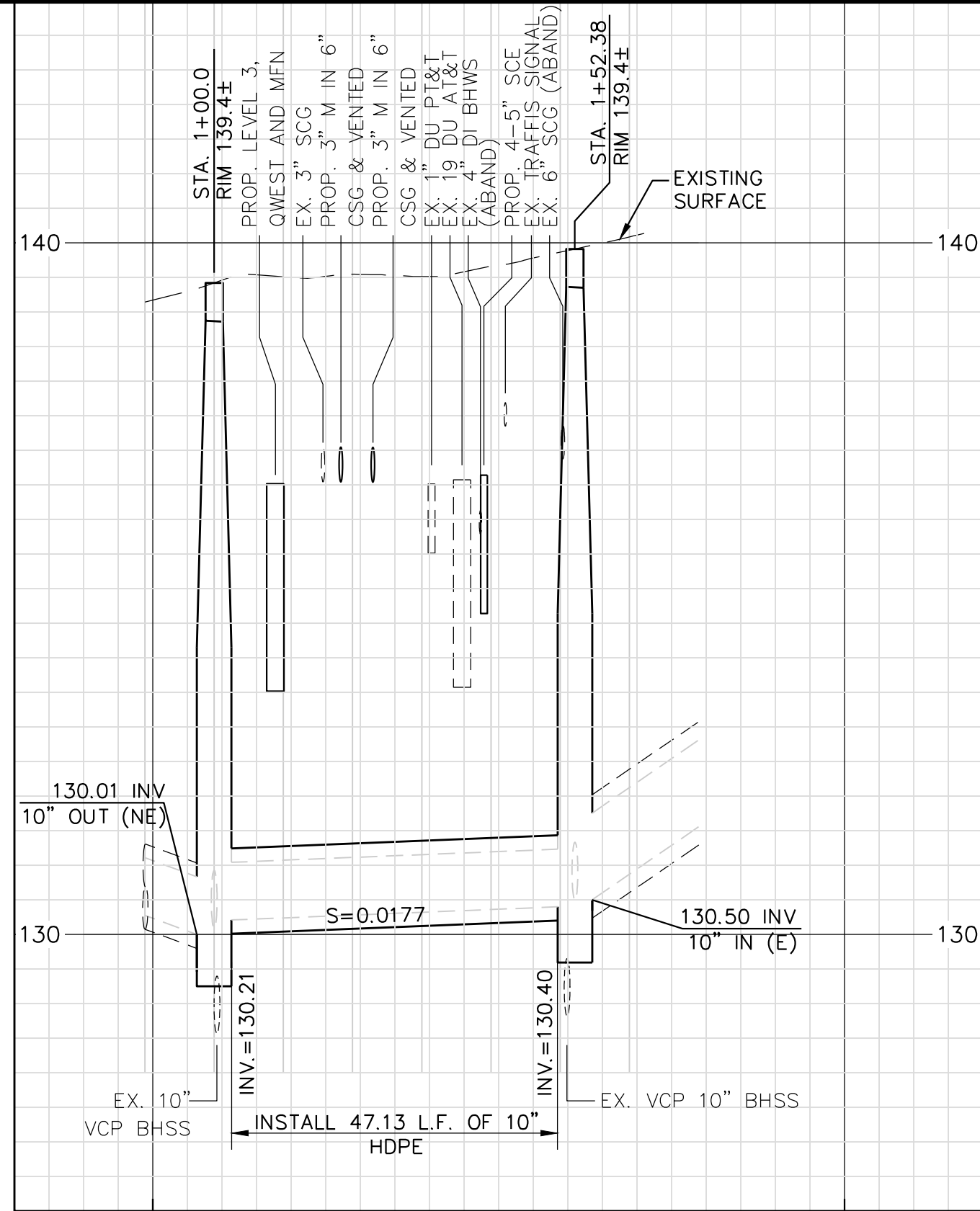




PROFILE  
LINE "C"



PROFILE  
LINE "E"



PROFILE  
LINE "F"

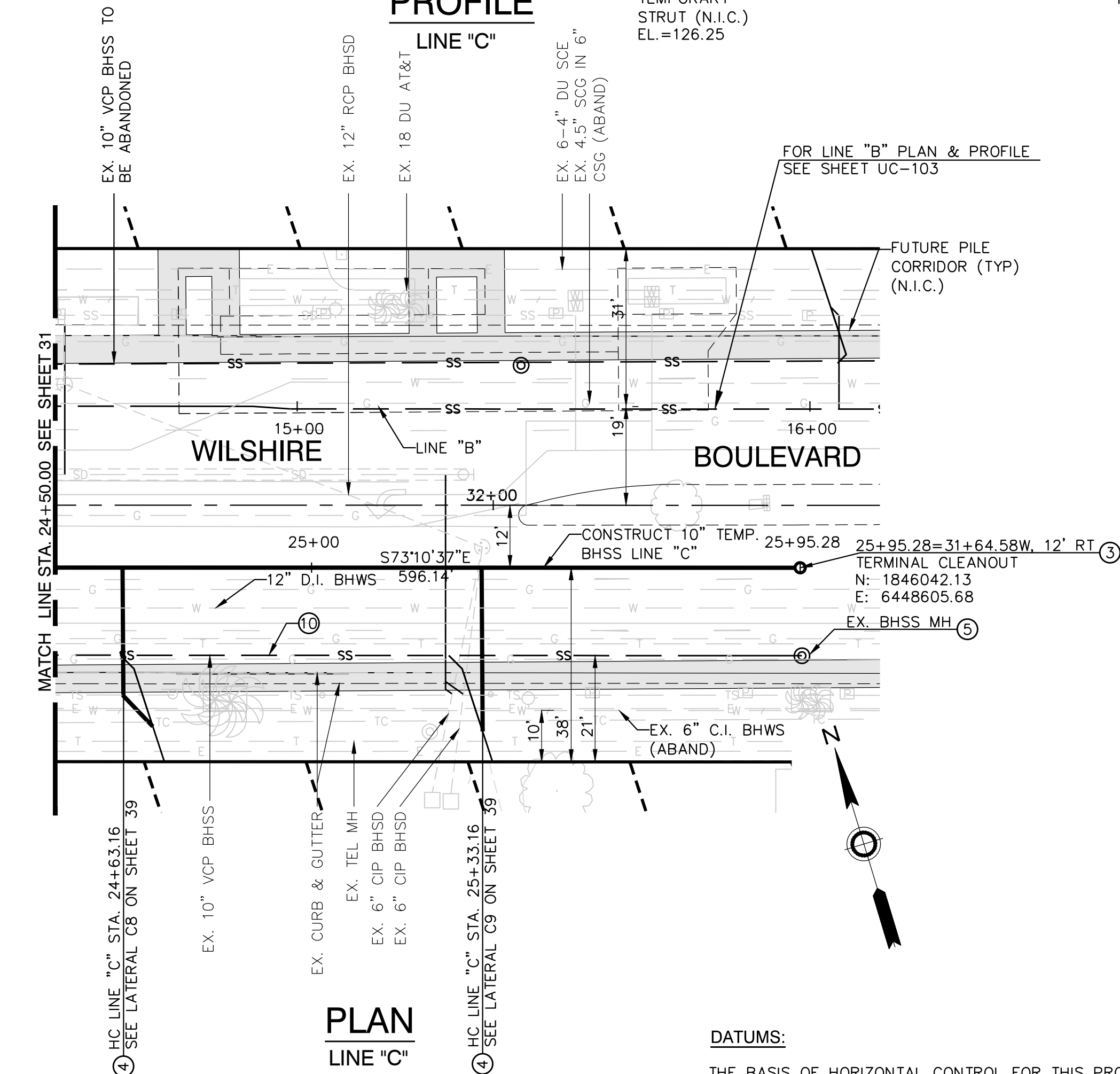
HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

ABBREVIATIONS:

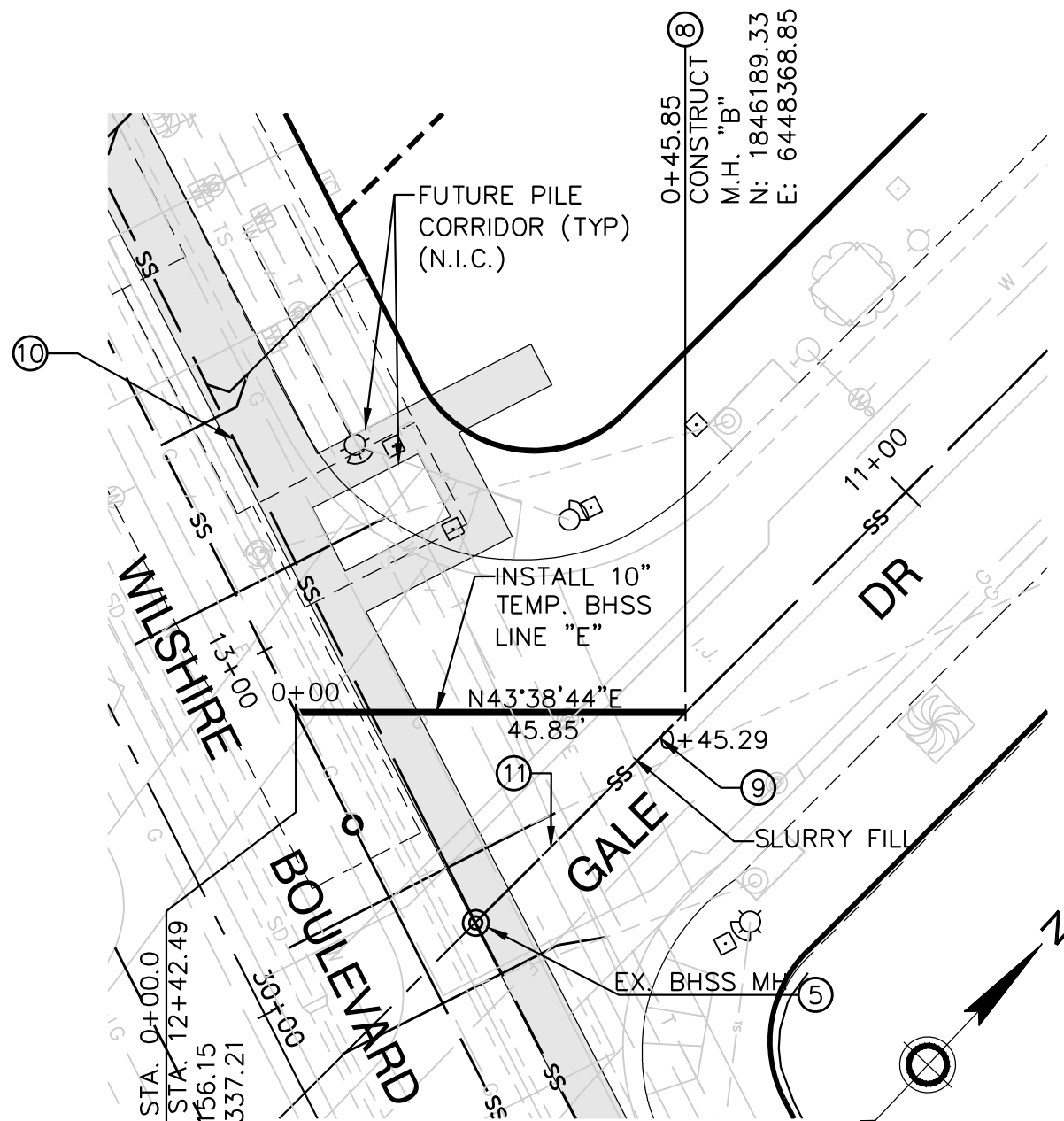
BH =CITY OF BEVERLY HILLS  
EX =EXISTING  
J.C. =JUNCTION CHAMBER  
N.I.C. =NOT IN CONTRACT  
PROP. =PROPOSED

SEWER CONSTRUCTION KEYNOTES:

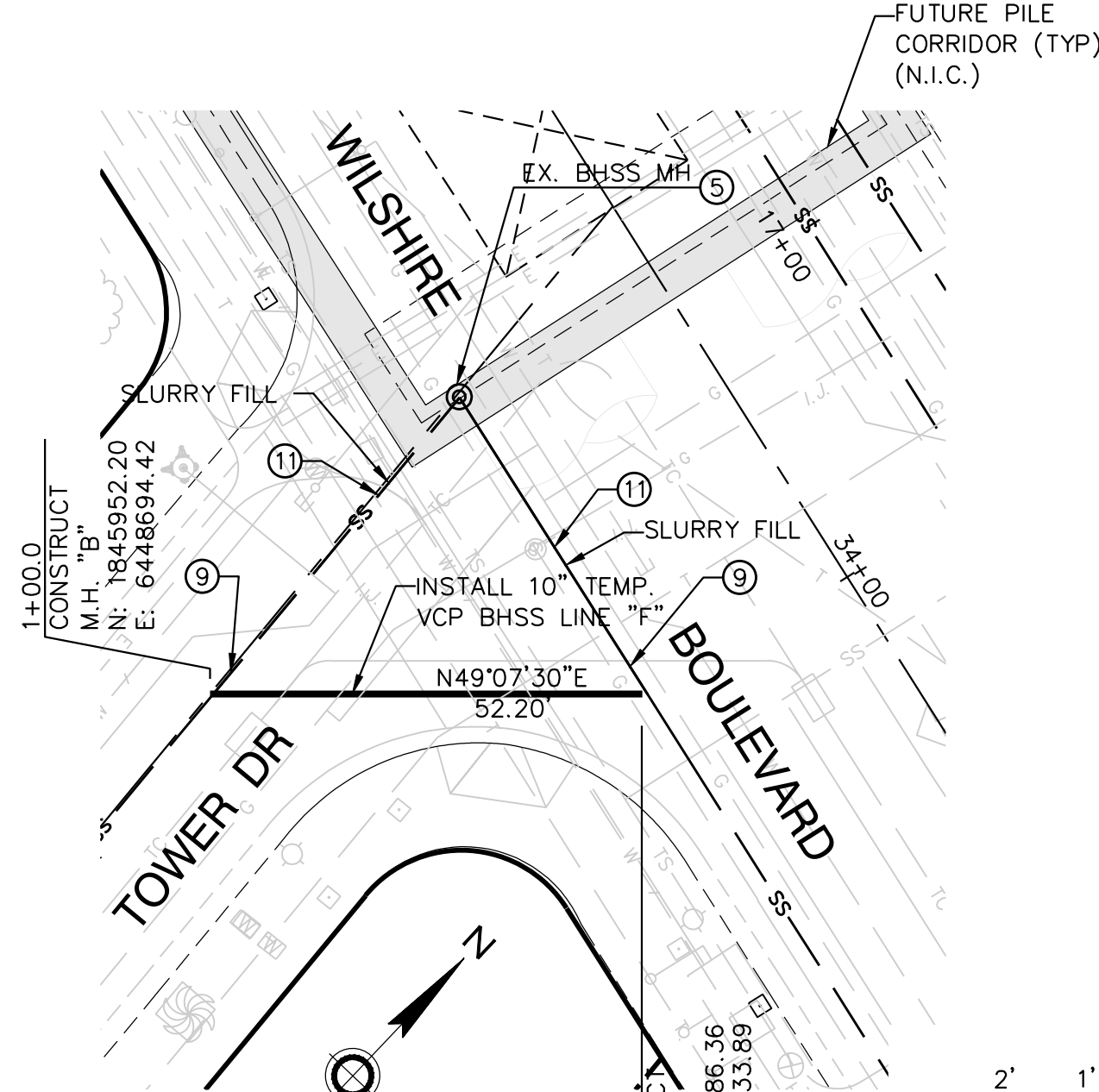
- CONSTRUCT TEMP. TRAFFIC RATED 8" C.O. ASSY W/CAST IRON FRAME AND LID PER DETAIL ON SHEET 41. ADJUST FRAME TO EXIST ROADWAY GRADE.
- ABANDON EXIST MANHOLE IN PLACE AS IS.
- CONSTRUCT BHSS MH "B" PER STD. DETAIL BH 202.
- ABANDON EXISTING BHSS PER GREEN BOOK SPEC SECTION 306-5.
- ABANDON EXISTING BHSS PIPE IN PLACE AS IS.
- ABANDON EXISTING BHSS IN PLACE. SLURRY FILL ABANDONED LINE WITH SAND SLURRY PER GREEN BOOK SPEC SECTIONS 201-6.



PLAN  
LINE "C"



PLAN  
LINE "E"



PLAN  
LINE "F"

NOTES:

- TO BE CONSTRUCTED PER C1056 ADVANCED UTILITY RELOCATIONS CONTRACT PACKAGE.
- C1056 CONTRACTOR TO VERIFY STATUS OF UTILITY RELOCATIONS WITH THE OWNER.

C1056 AUR CONTRACT DRAWING NO. UC-105

PROJECT: BEVERLY HILLS	
WESTSIDE SUBWAY EXTENSION	
ADVANCED UTILITY RELOCATIONS	
WILSHIRE / LA CIENEGA STATION	
TEMPORARY SEWER RELOCATION	
PLAN AND PROFILES	
LINE "C" STA 24+50 TO STA 25+95.29, LINE "E", & LINE "F"	
SUBMITTED	DATE
APPROVED	DATE
CITY ENGINEER	
JOB NO. 1335	DRAWING NO. 7443
SHEET 32 OF 76 SHEET	
CITY OF BEVERLY HILLS, CALIFORNIA	
CIVIL ENGINEERING DEPARTMENT	



Metro

PARSONS  
BRINCKERHOFF

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE

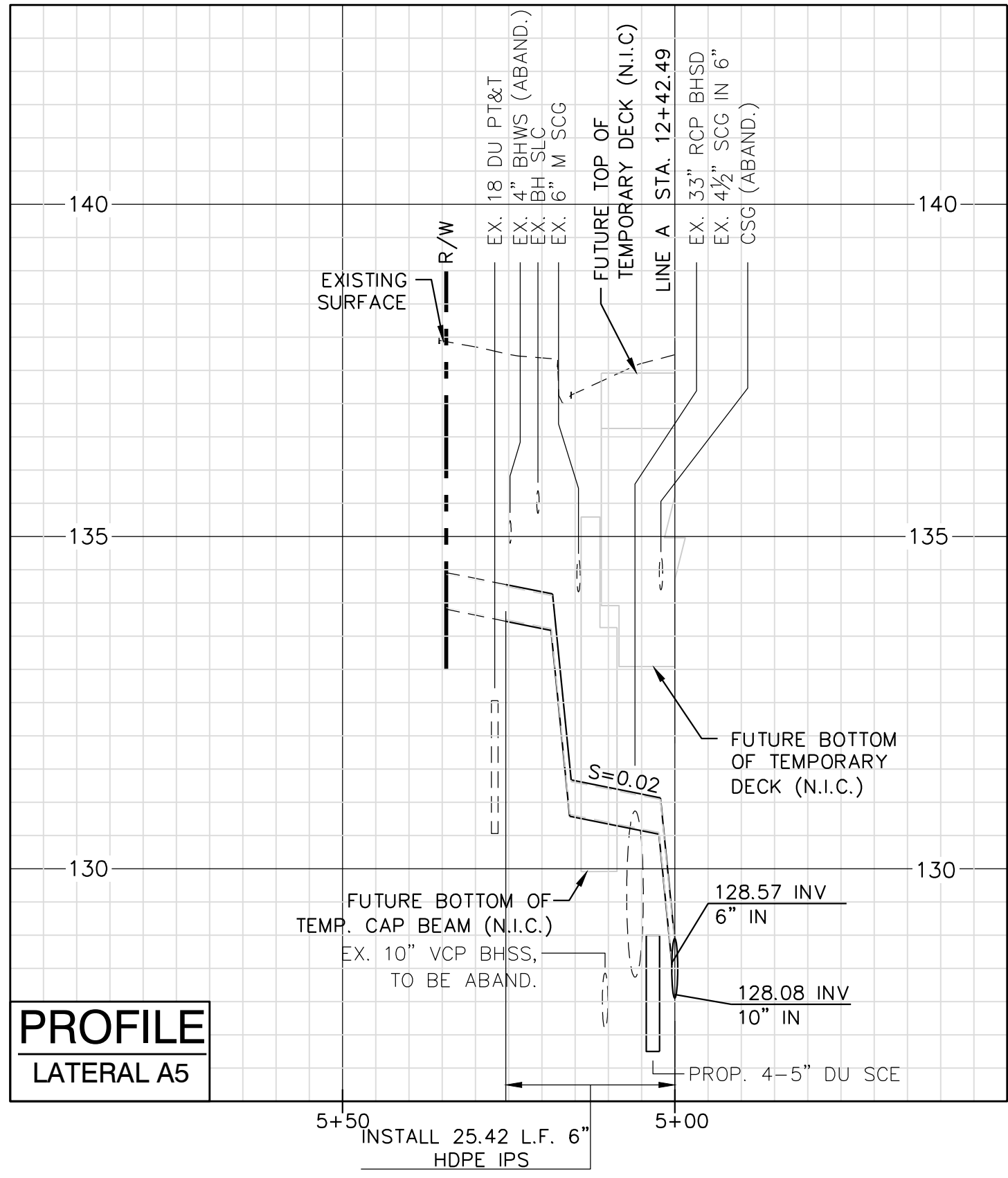
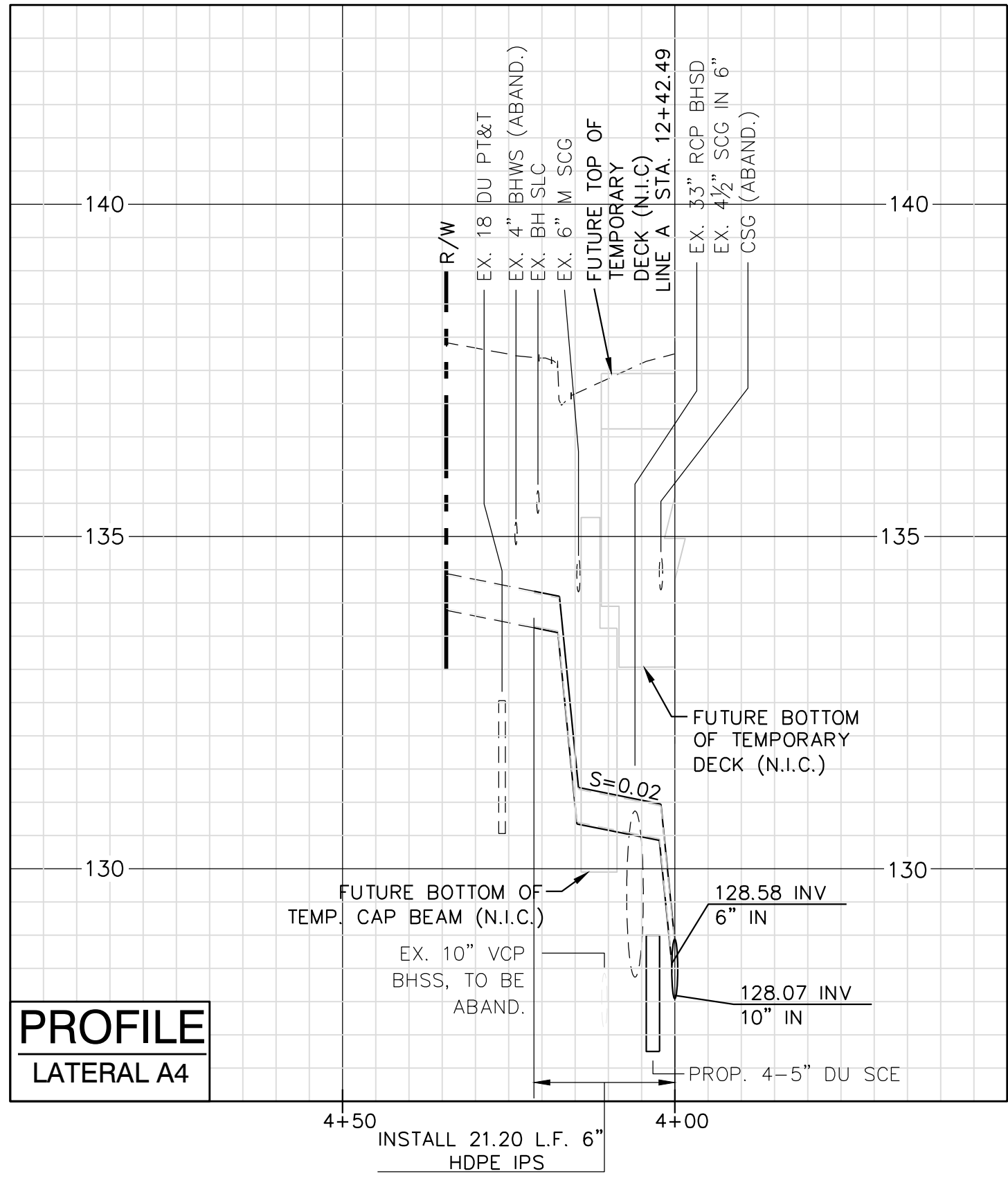
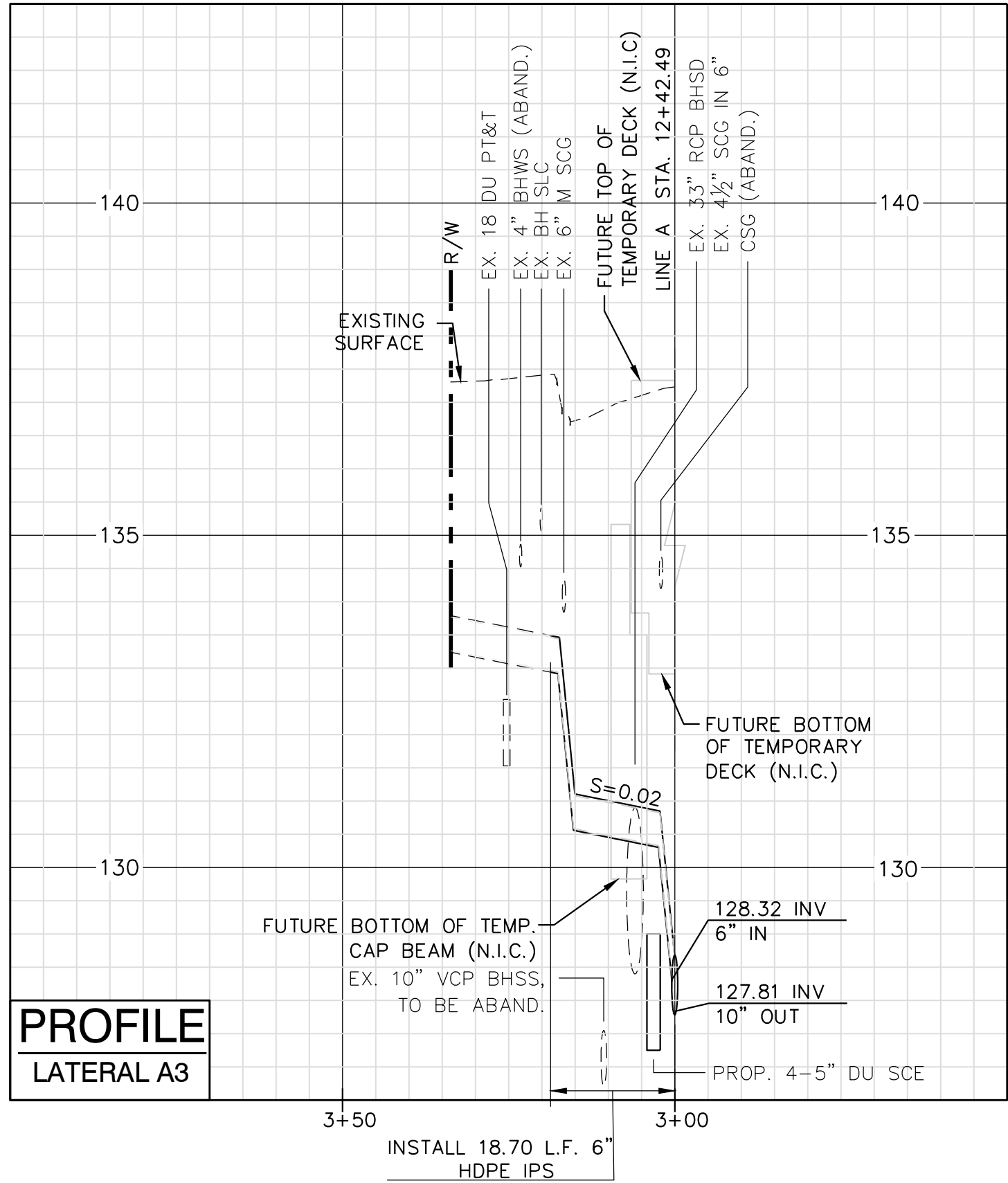
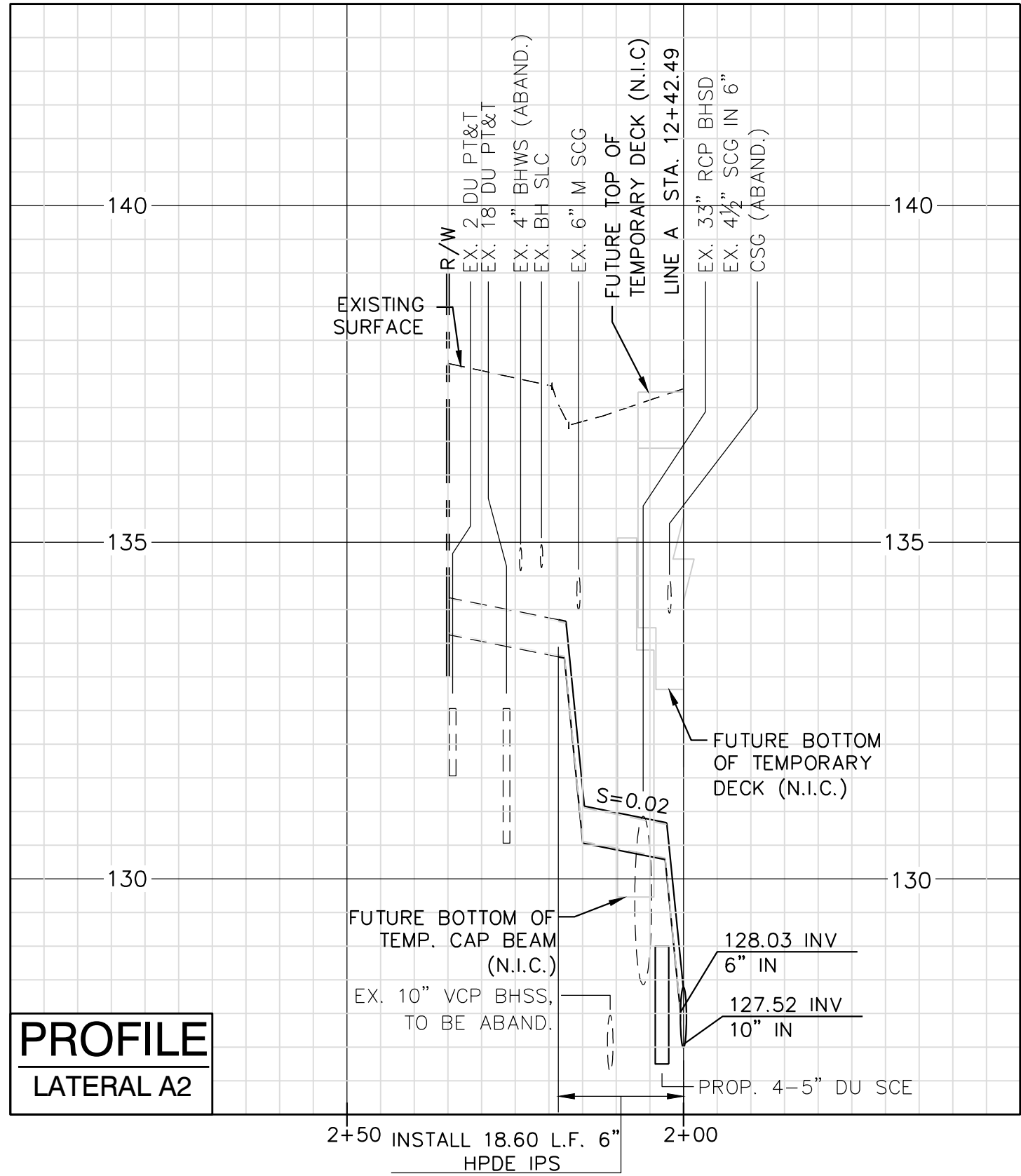
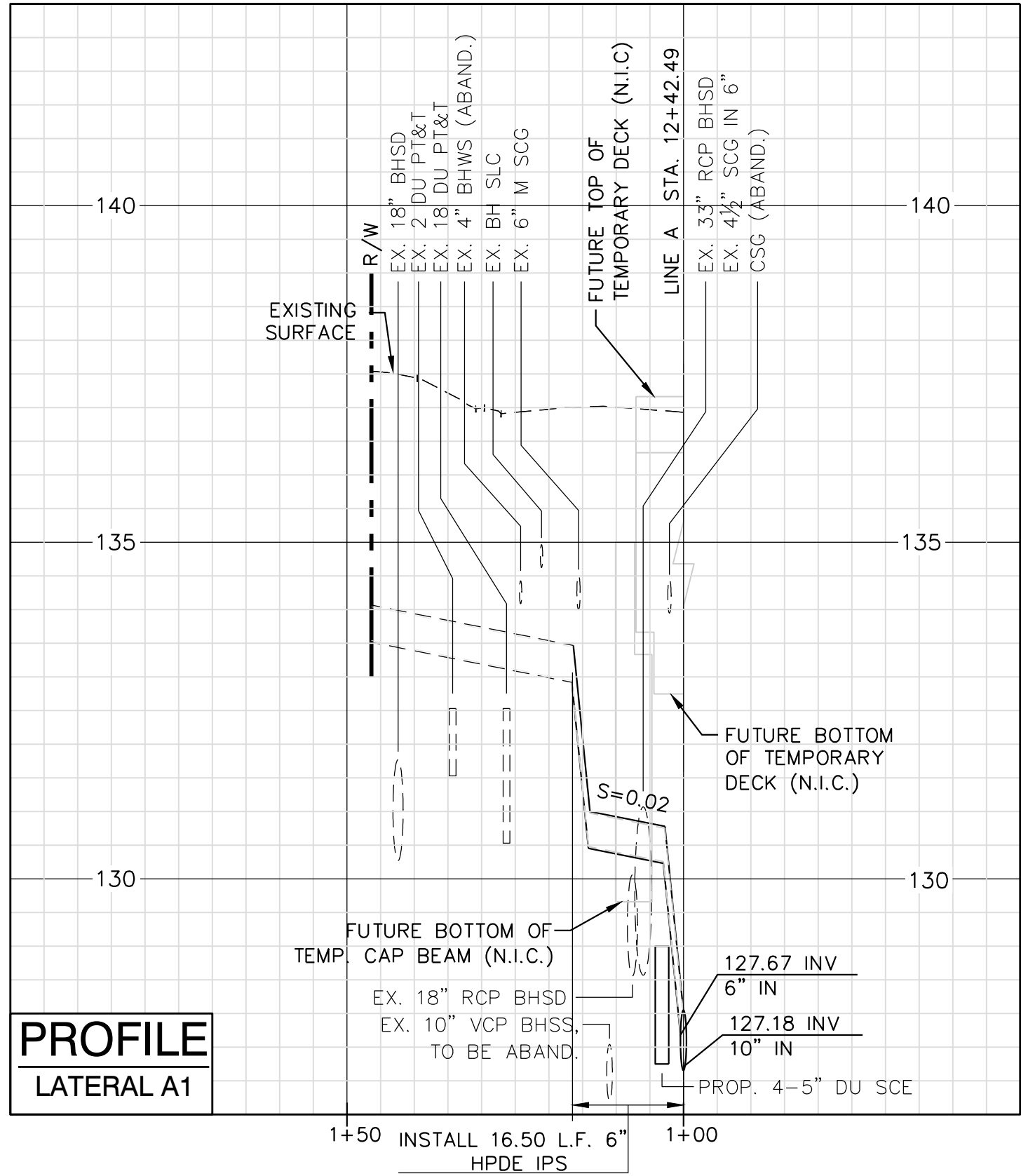


GRAPHIC SCALE VERTICAL SCALE: 1" = 2'	
SCALE: AS SHOWN	
F.B. NO.	F.B. NO. PAGE -- TO --
DESIGNED G. MUNSON	DATE 02/07/14
DRAWN R. NACION	DATE 02/07/14
CHECKED Z. MUDAR	DATE 02/07/14
DATE	REVISION
2/21/14	ISSUED FOR SOLICITATION
DATE	REVISION
DATE	REVISION

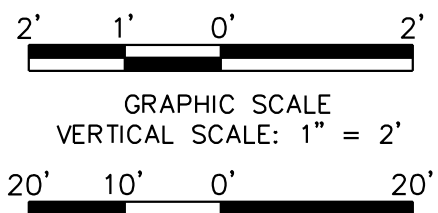








HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.



GRAPHIC SCALE

HORIZONTAL SCALE: 1" = 20'

SCALE: AS SHOWN			
F.B. NO.	F.B. NO.	PAGE	TO
DESIGNED	G. MUNSON	DATE	02/07/14
DRAWN	O. RODRIGUEZ	DATE	02/07/14
CHECKED	Z. MUDAR	DATE	02/07/14
DATE	2/21/14	ISSUED FOR SOLICITATION	ZM
DATE		REVISION	BY

C1056 AUR CONTRACT DRAWING NO. UC-108

PROJECT: BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE / LA CIENEGA STATION  
TEMPORARY SEWER RELOCATION  
PROFILE  
LATERALS A1, A2, A3, A4, & A5

SUBMITTED \_\_\_\_\_ DATE \_\_\_\_\_  
APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER

JOB NO. 1335 DRAWING NO. 7443  
SHEET 35 OF 76 SHEET

CITY OF BEVERLY HILLS, CALIFORNIA  
CIVIL ENGINEERING DEPARTMENT



Metro

PARSONS  
BRINCKERHOFF

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

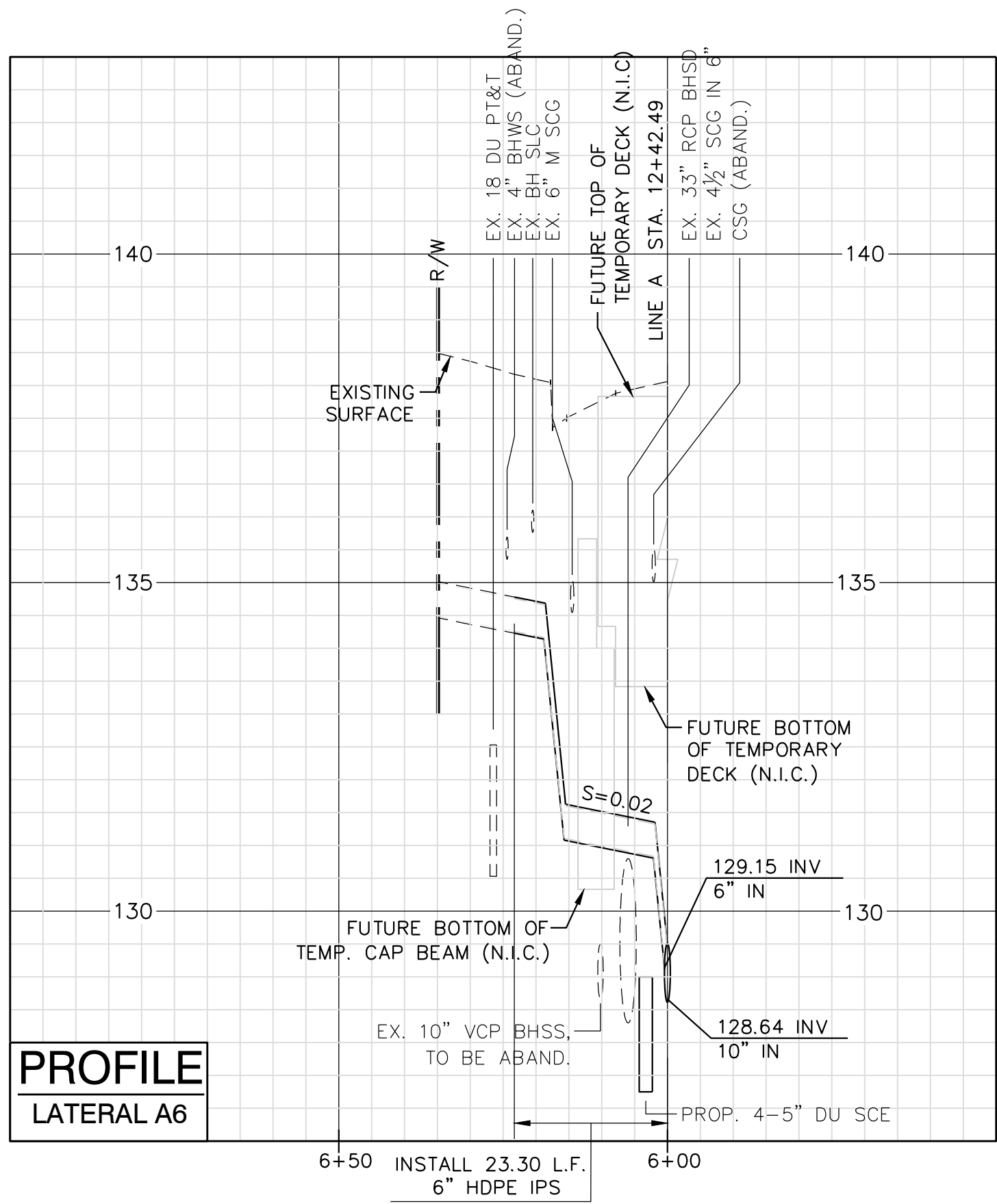
PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE

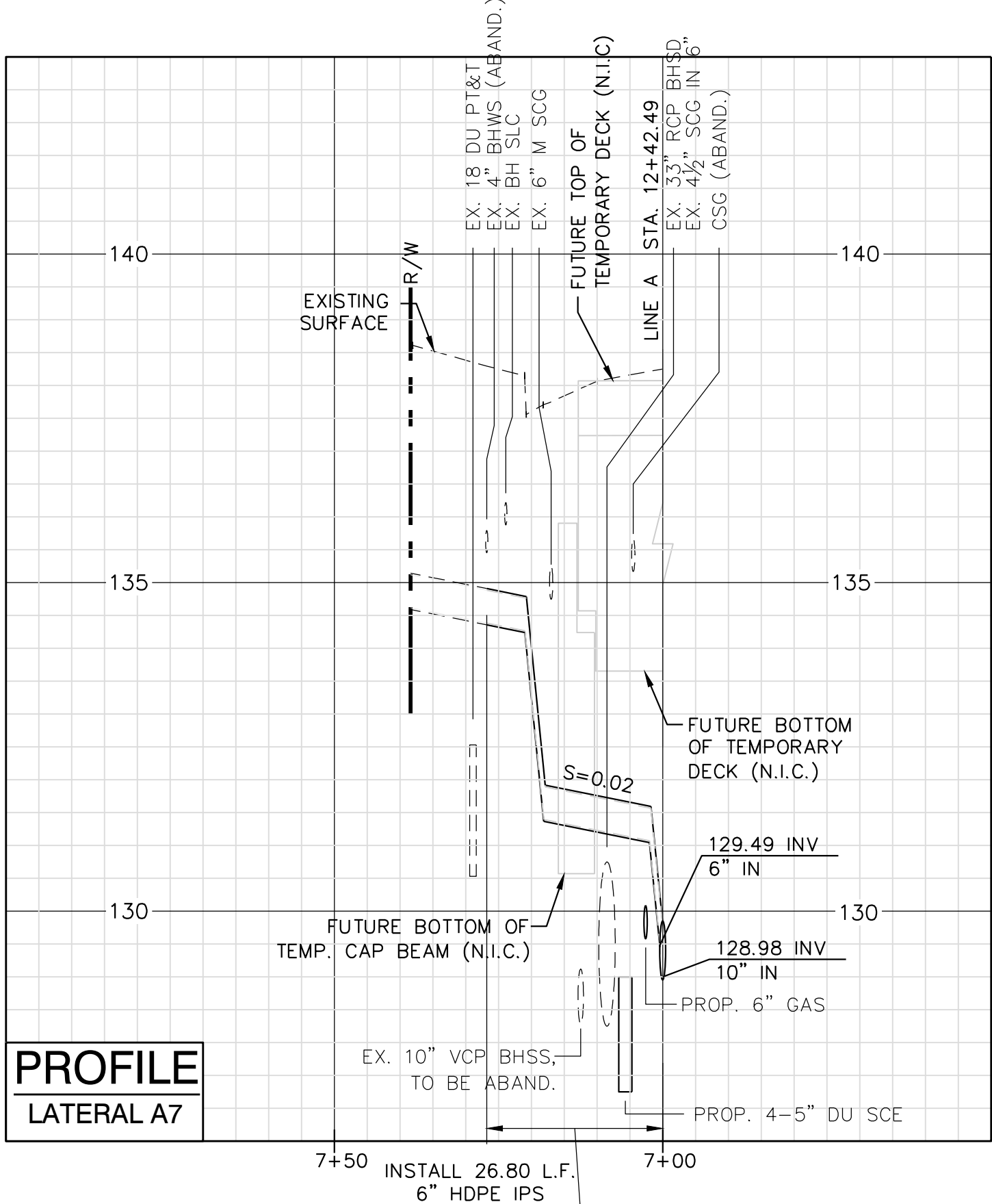


Plot Date & Time: 2/19/2014 8:50:15 PM  
DWG filename: L:\LAWSBIA\WAGBM\CA00\112 UTILITIES\CITYOFRH\BHSSEWER\PLANS & PROFILES\C1056UC108.DWG  
Plotted by: NationRoque

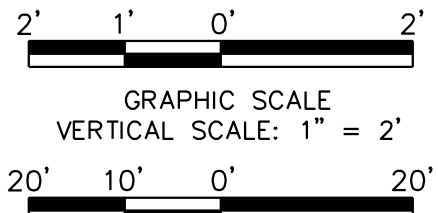
PROFILE  
LATERAL A6



PROFILE  
LATERAL A7



HORIZONTAL AND VERTICAL LOCATIONS TO BE  
VERIFIED IN THE FIELD AND ENGINEER NOTIFIED  
OF ANY DISCREPANCIES PRIOR TO  
CONSTRUCTION.



GRAPHIC SCALE  
HORIZONTAL SCALE: 1" = 20'

SCALE: AS SHOWN

F.B. NO. F.B. NO. PAGE -- TO --

DESIGNED G. MUNSON DATE 02/07/14

DRAWN O. RODRIGUEZ DATE 02/07/14

CHECKED Z. MUDAR DATE 02/07/14

DATE REVISION BY

2/21/14 ISSUED FOR SOLICITATION ZM

DATE REVISION BY



Metro

PARSONS  
BRINCKERHOFF

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE



C1056 AUR CONTRACT DRAWING NO. UC-109

PROJECT: BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE / LA CIENEGA STATION  
TEMPORARY SEWER RELOCATION  
PROFILE  
LATERALS A6, & A7

SUBMITTED DATE

APPROVED DATE

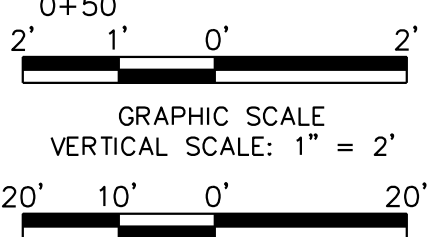
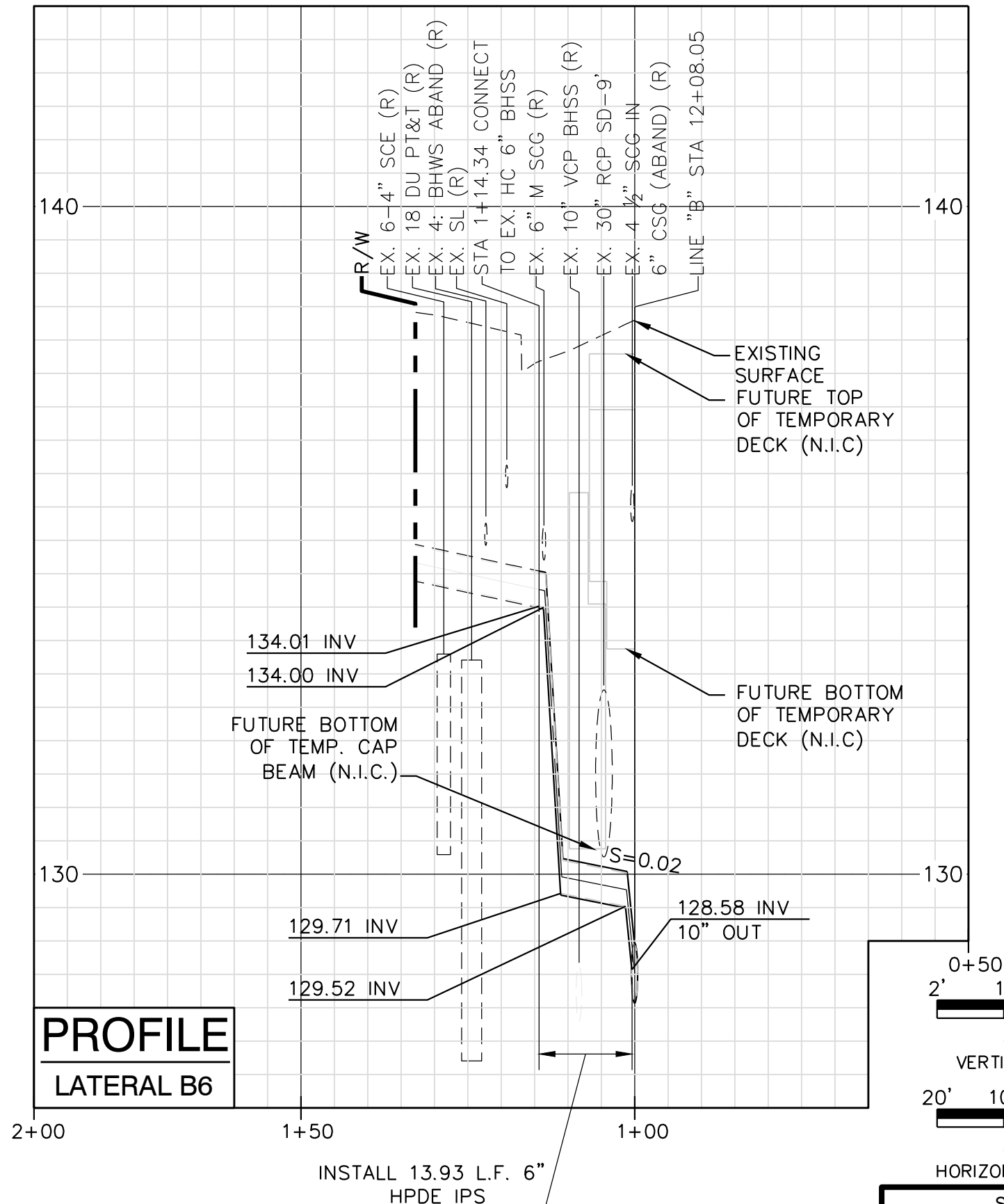
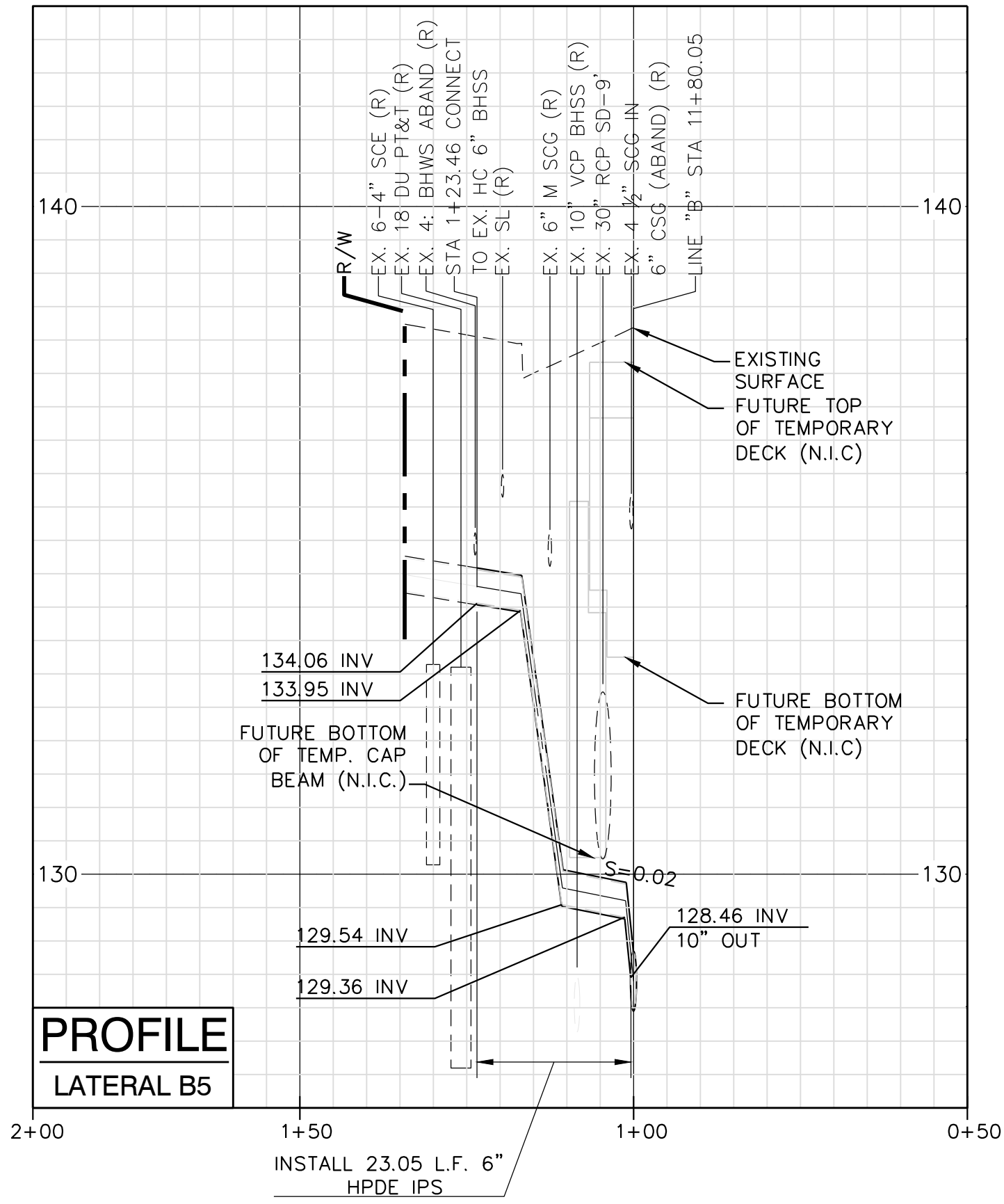
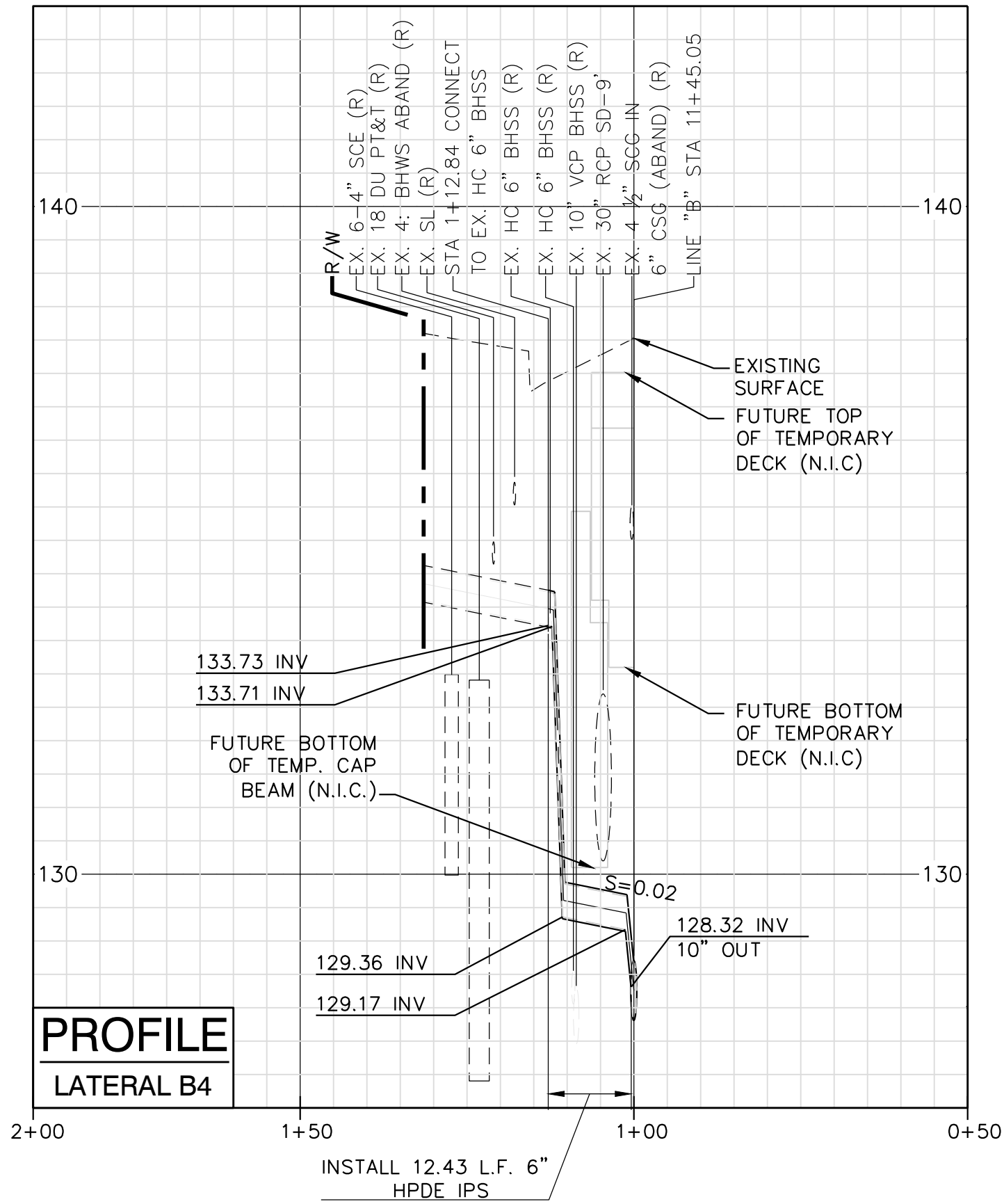
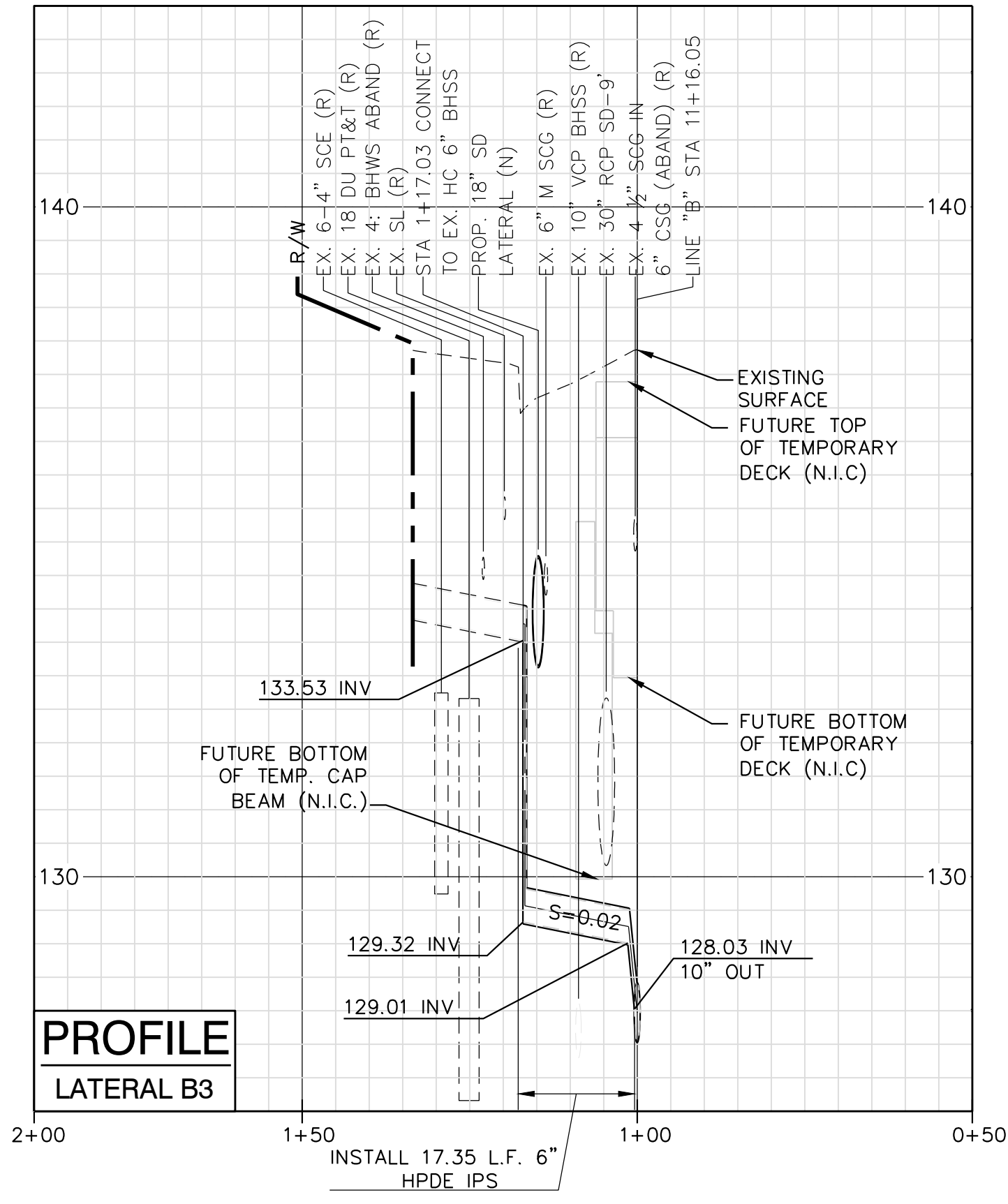
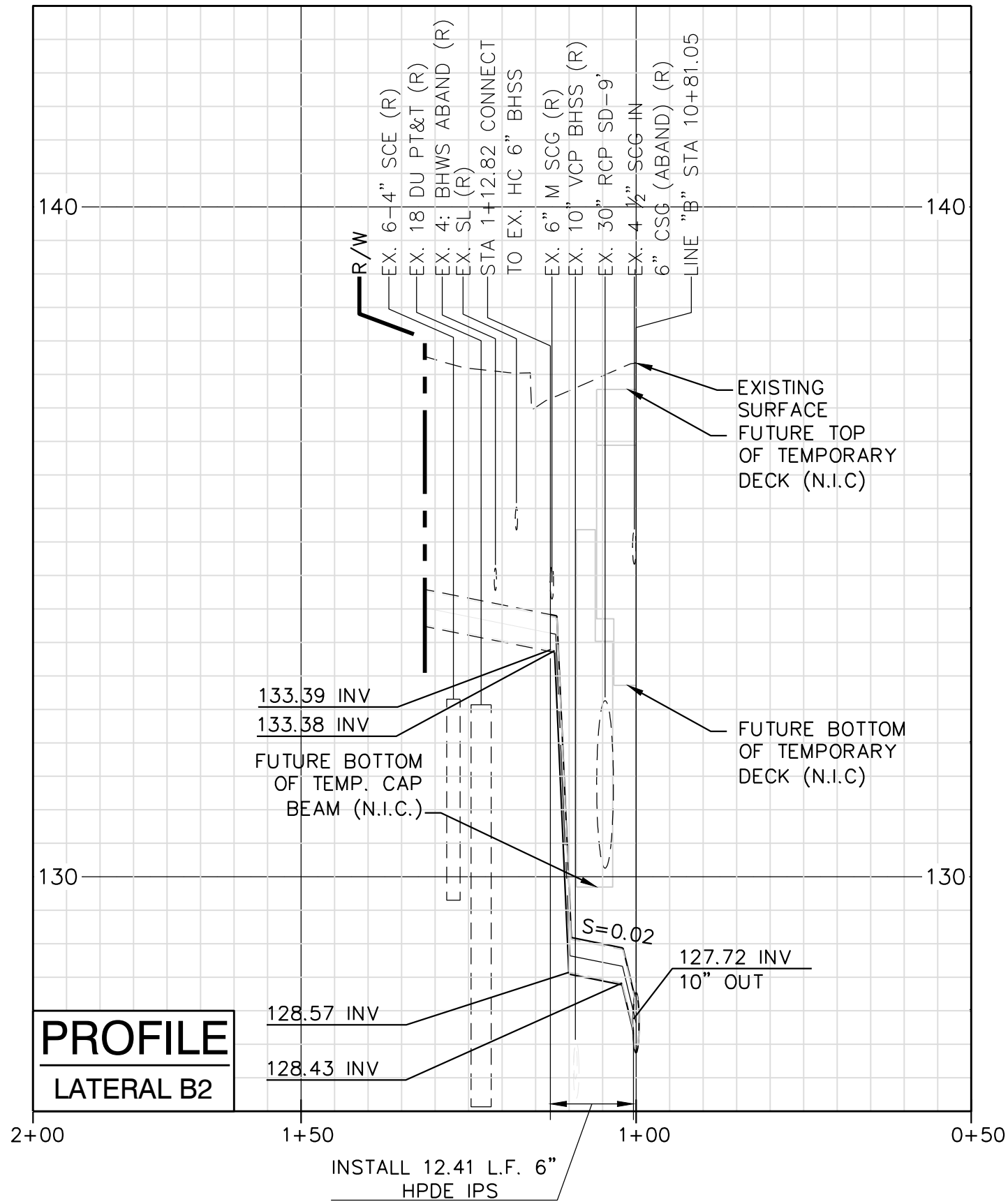
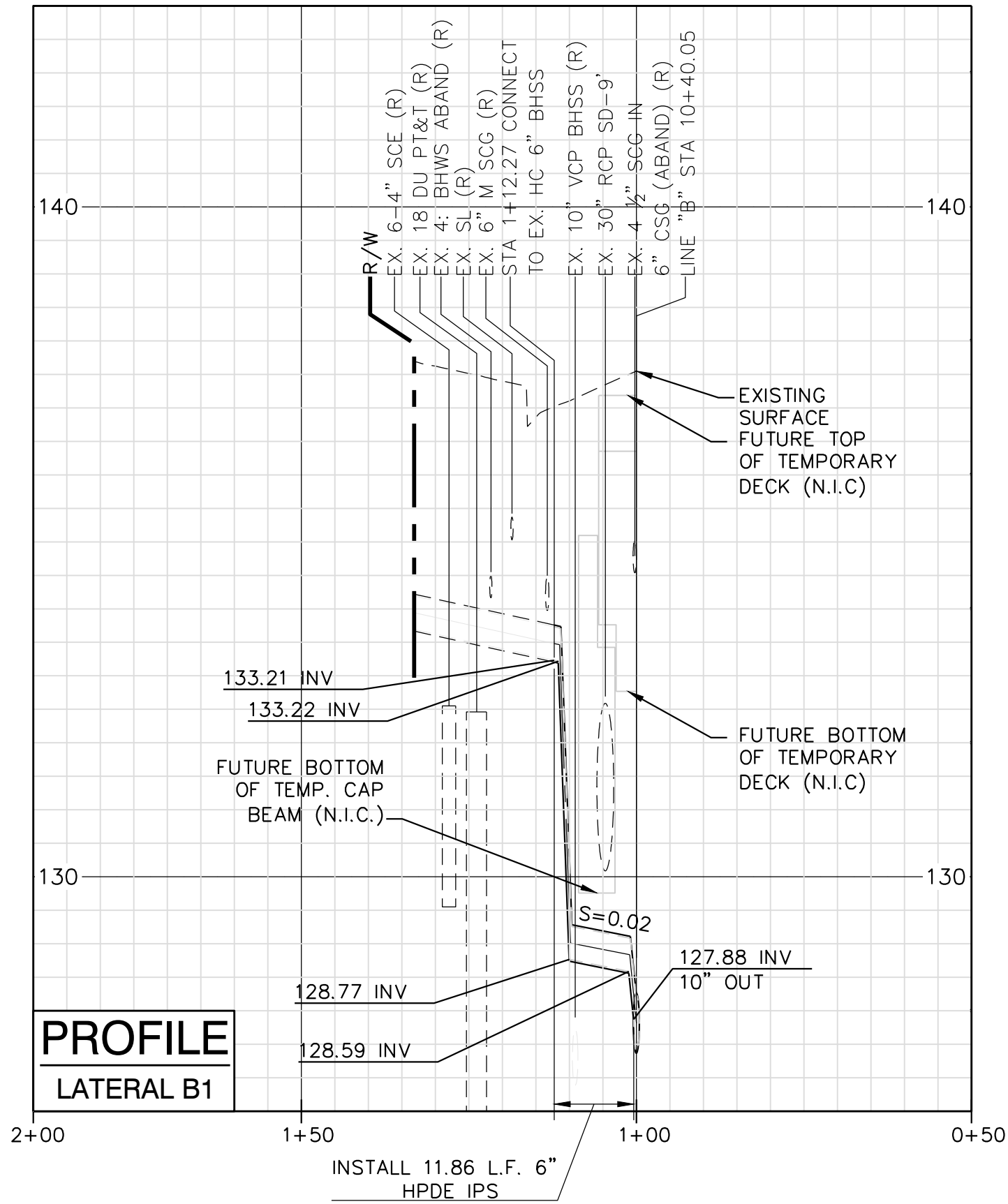
JOB NO. 1335 DRAWING NO. 7443

SHEET 36 OF 76 SHEET

CITY OF BEVERLY HILLS, CALIFORNIA  
CIVIL ENGINEERING DEPARTMENT



HORIZONTAL AND VERTICAL LOCATIONS TO BE  
VERIFIED IN THE FIELD AND ENGINEER NOTIFIED  
OF ANY DISCREPANCIES PRIOR TO  
CONSTRUCTION.



GRAPHIC SCALE  
HORIZONTAL SCALE: 1" = 20'

SCALE: AS SHOWN

F.B. NO.	F.B. NO.	PAGE	TO
DESIGNED	G. MUNSON	DATE	02/07/14
DRAWN	O. RODRIGUEZ	DATE	02/07/14
CHECKED	Z. MUDAR	DATE	02/07/14
2/21/14	ISSUED FOR SOLICITATION	ZM	
DATE	REVISION	BY	

C1056 AUR CONTRACT DRAWING NO. UC-110

PROJECT: BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE / LA CIENEGA STATION  
TEMPORARY SEWER RELOCATION  
PROFILE  
LATERAL B1, B2, B3, B4, B5, & B6

SUBMITTED	DATE
APPROVED	DATE
JOB NO. 1335	DRAWING NO. 7443
	SHEET 37 OF 76 SHEET
CITY OF BEVERLY HILLS, CALIFORNIA CIVIL ENGINEERING DEPARTMENT	



Metro

PARSONS  
BRINCKERHOFF

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

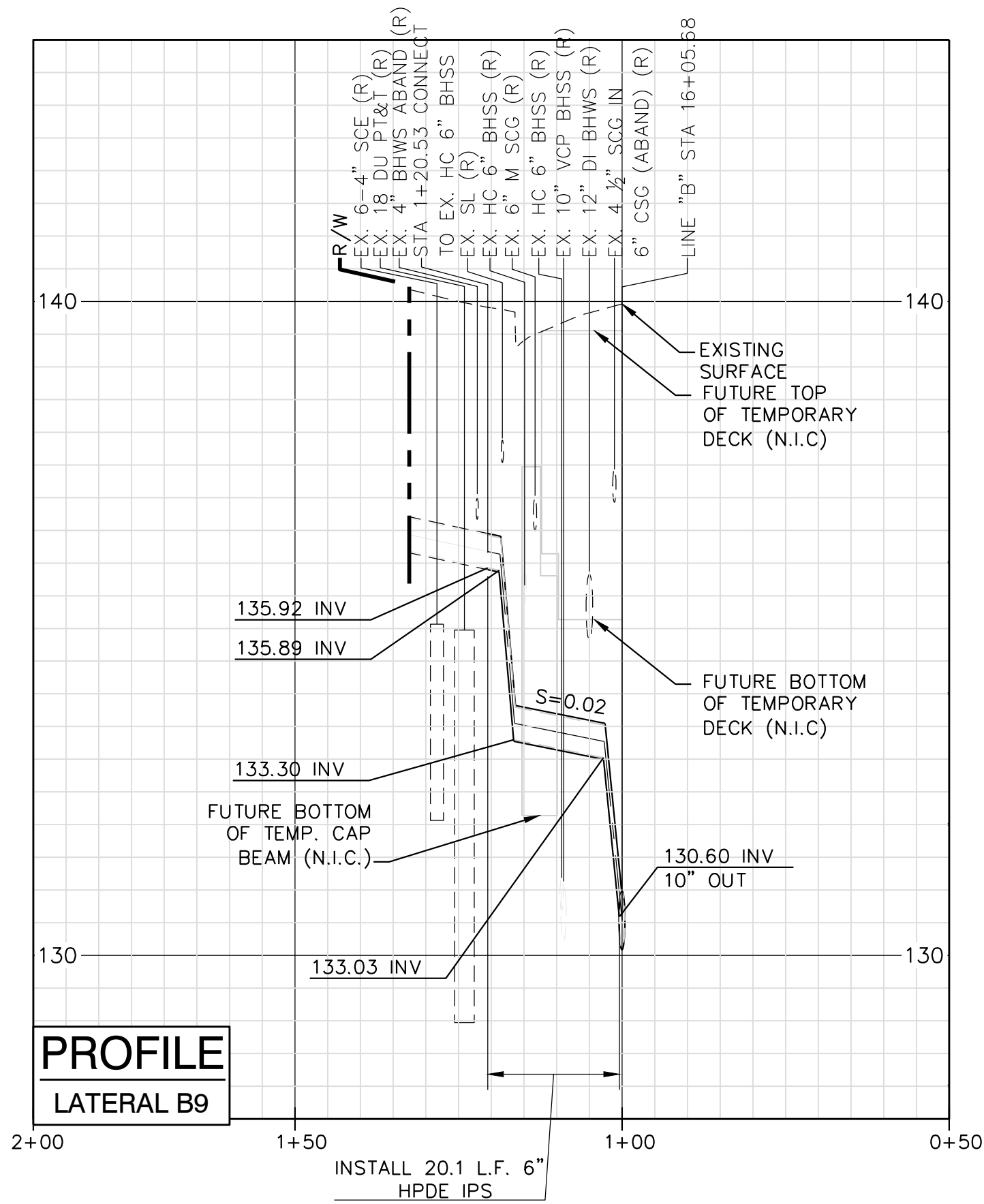
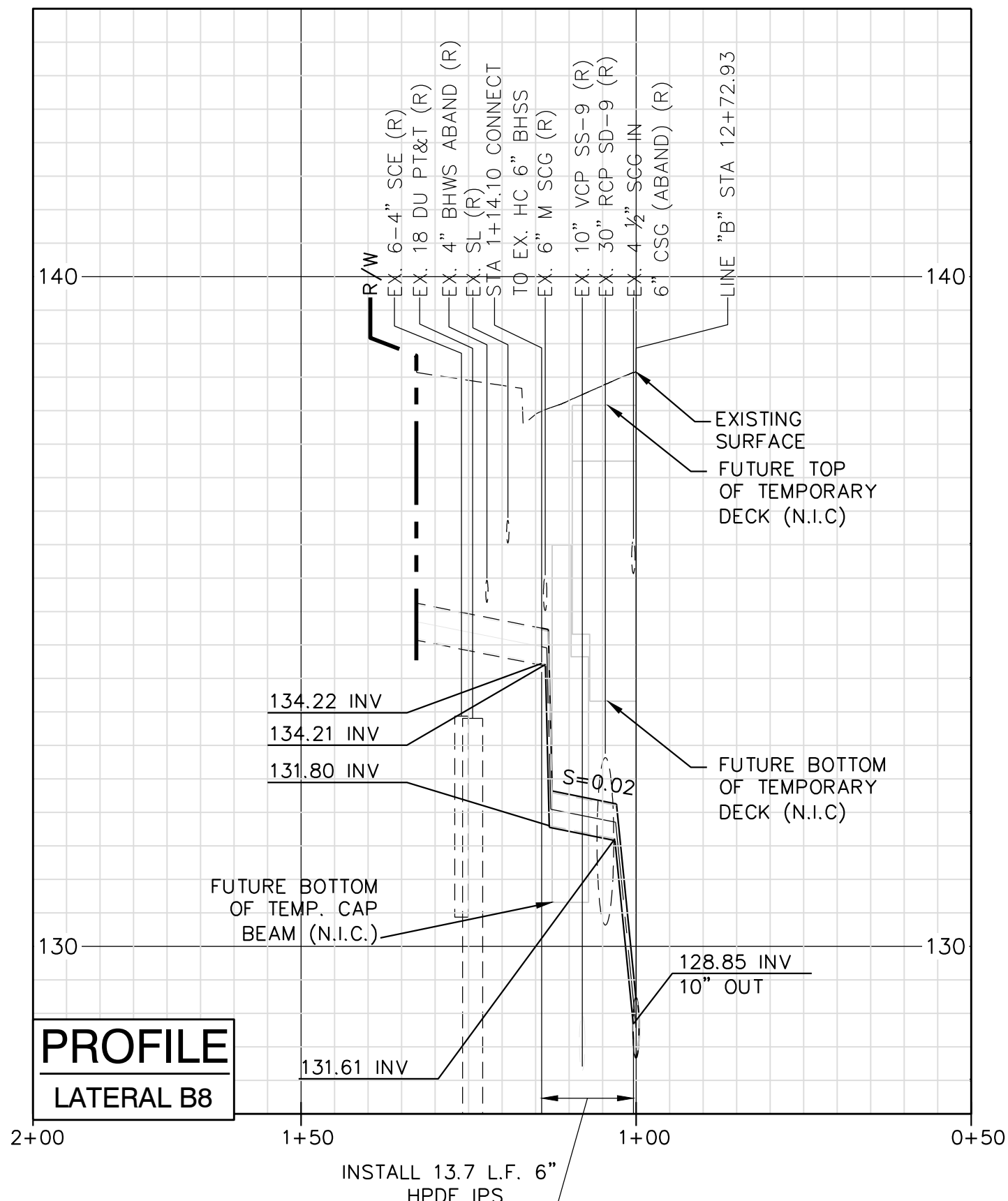
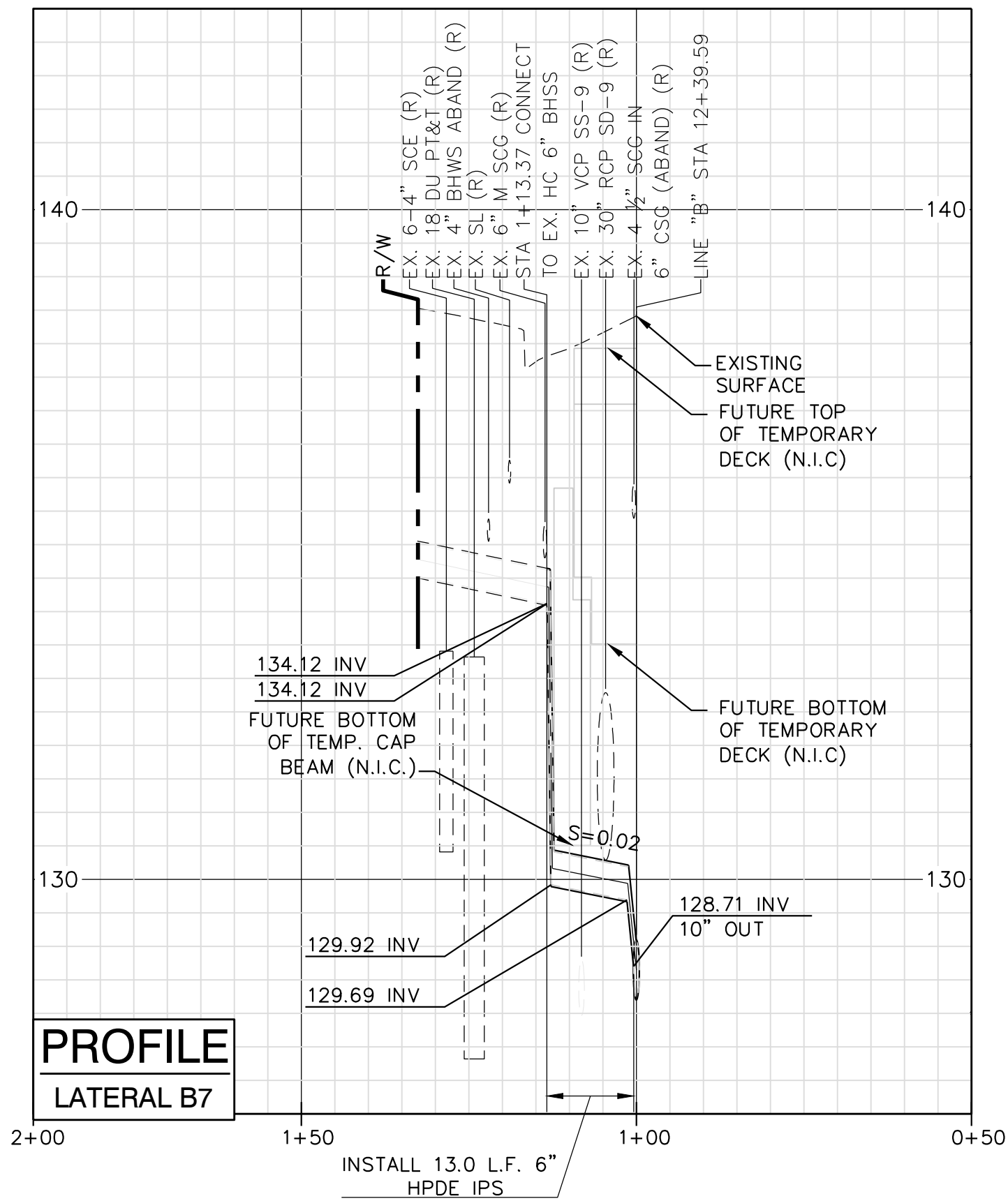
777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

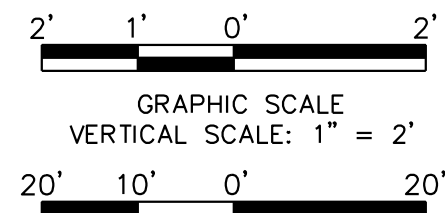
NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE



Plot Date & time: 2/19/2014 8:50:28 PM  
L:\LAWSBIA\WACBM\CADD\12 UTILITIES\CITYOFRH\BHSSEWER\PLANS & PROFILES\G1056UC110.DWG  
DWG filename: L:\LAWSBIA\WACBM\CADD\12 UTILITIES\CITYOFRH\BHSSEWER\PLANS & PROFILES\G1056UC110.DWG



HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.



GRAPHIC SCALE  
HORIZONTAL SCALE: 1" = 20'

SCALE: AS SHOWN

F.B. NO. F.B. NO. PAGE -- TO --

DESIGNED G. MUNSON DATE 02/07/14

DRAWN O. RODRIGUEZ DATE 02/07/14

CHECKED Z. MUDAR DATE 02/07/14

2/21/14 ISSUED FOR SOLICITATION ZM

DATE REVISION BY

C1056 AUR CONTRACT DRAWING NO. UC-111

PROJECT: BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE / LA CIENEGA STATION  
TEMPORARY SEWER RELOCATION  
PROFILE  
LATERAL B7, B8, & B9

SUBMITTED DATE

APPROVED DATE

CITY ENGINEER

JOB NO. 1335 DRAWING NO. 7443

SHEET 38 OF 76 SHEET

CITY OF BEVERLY HILLS, CALIFORNIA

CIVIL ENGINEERING DEPARTMENT



Metro

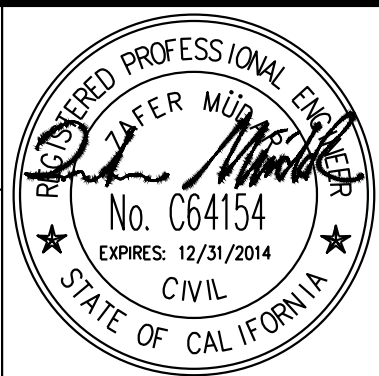
PARSONS  
BRINCKERHOFF

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

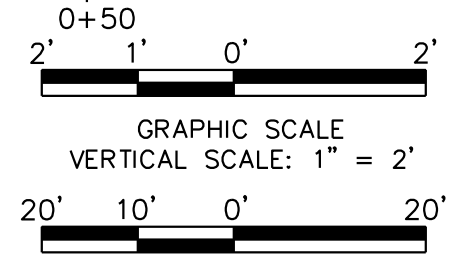
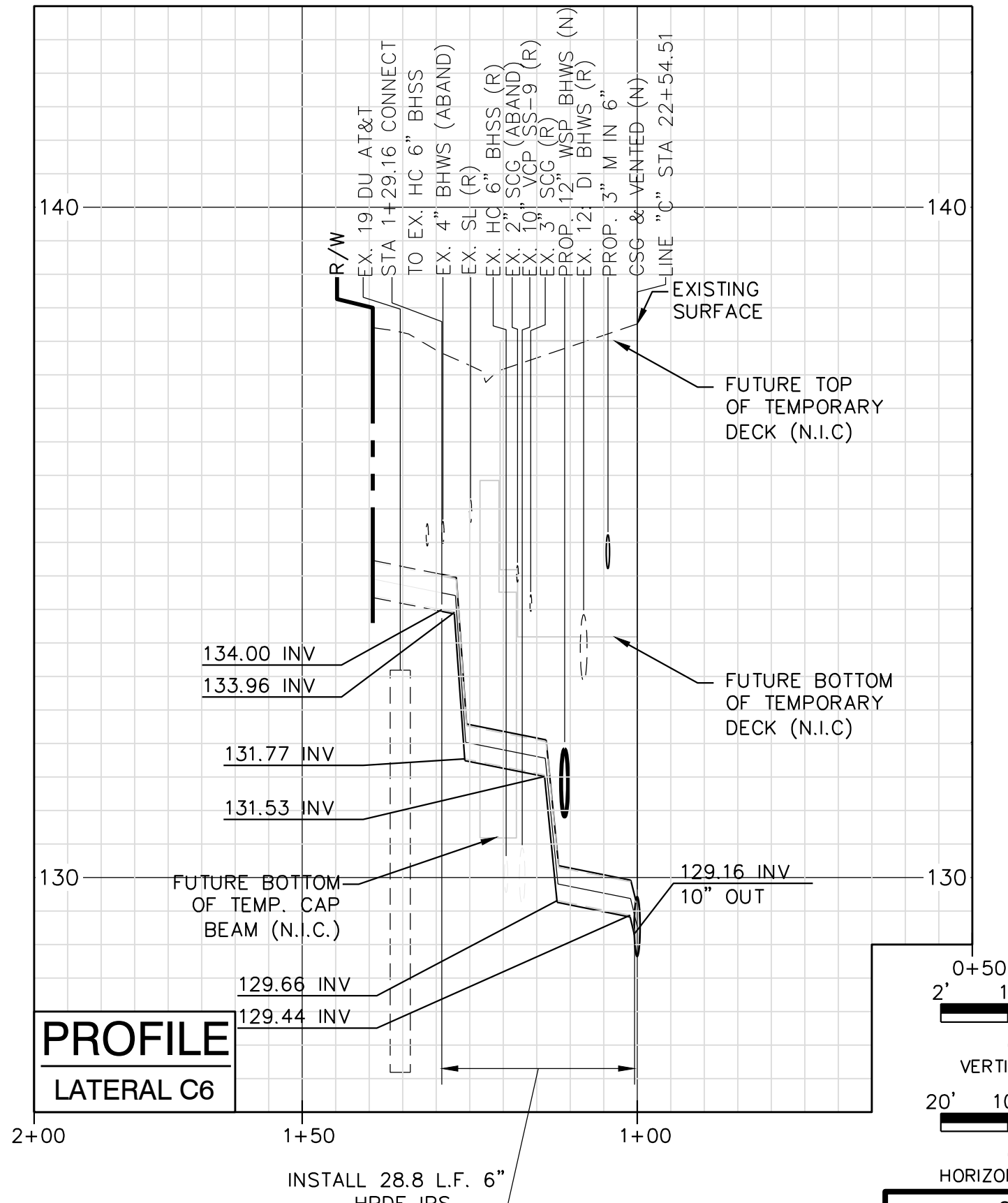
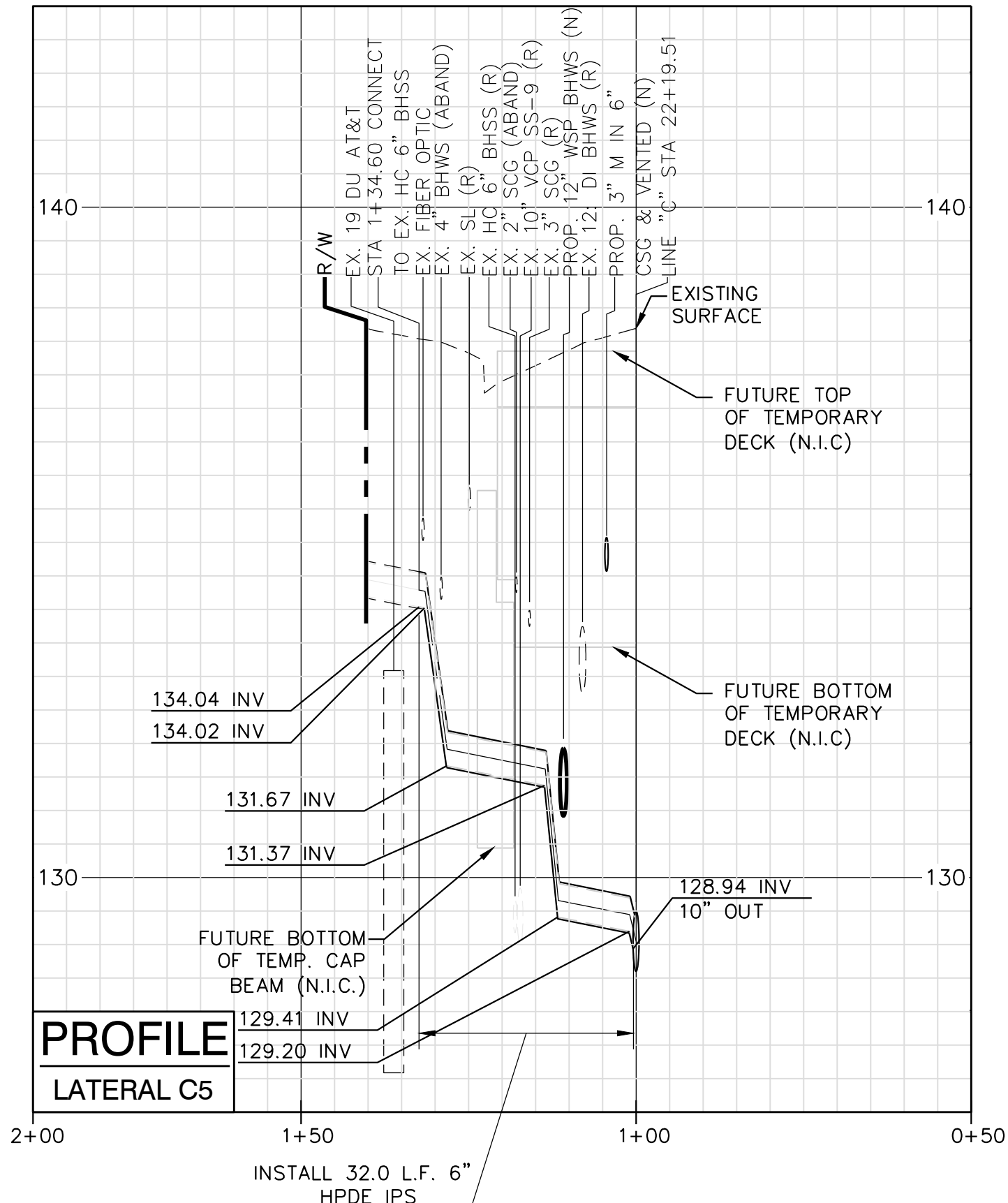
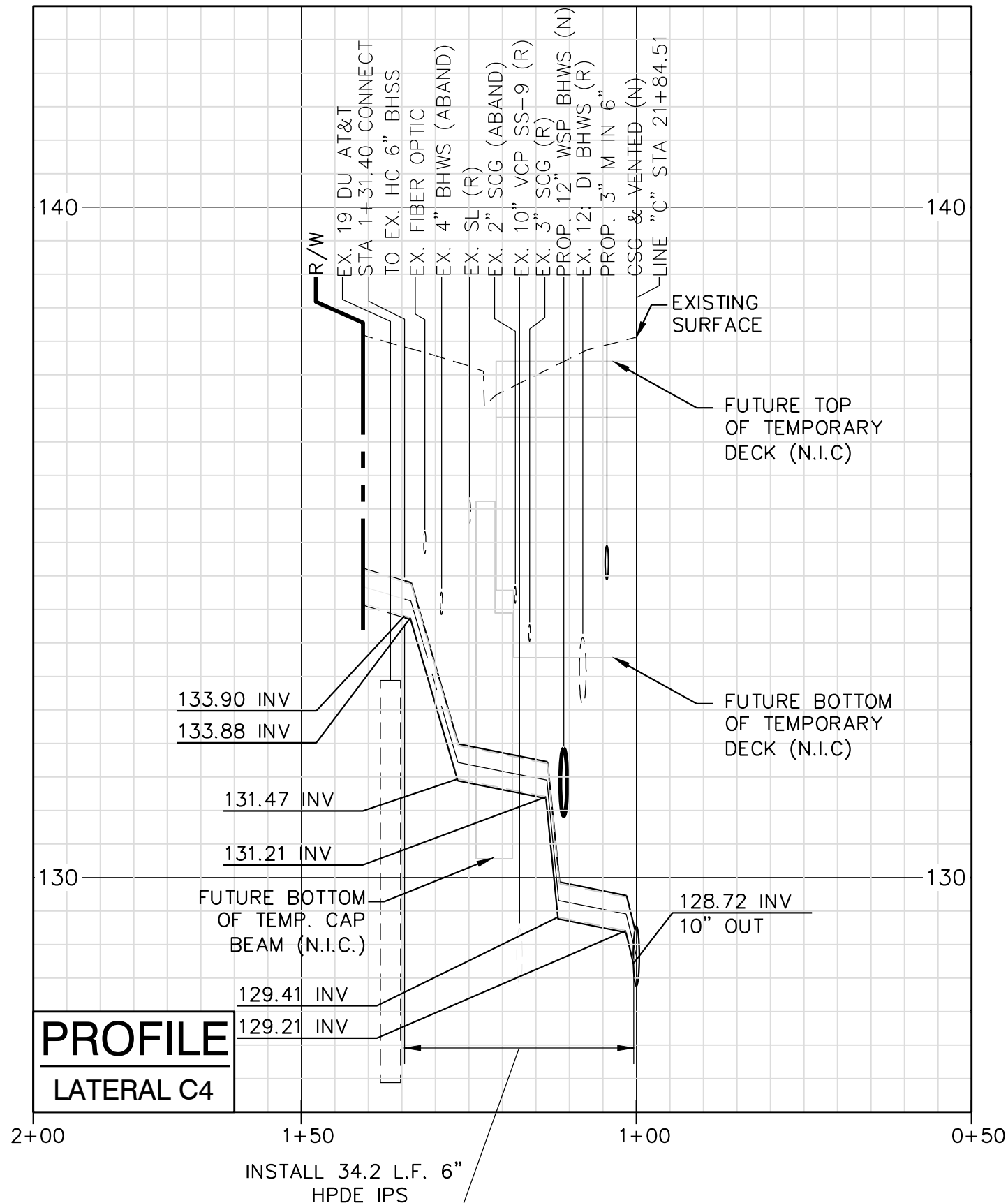
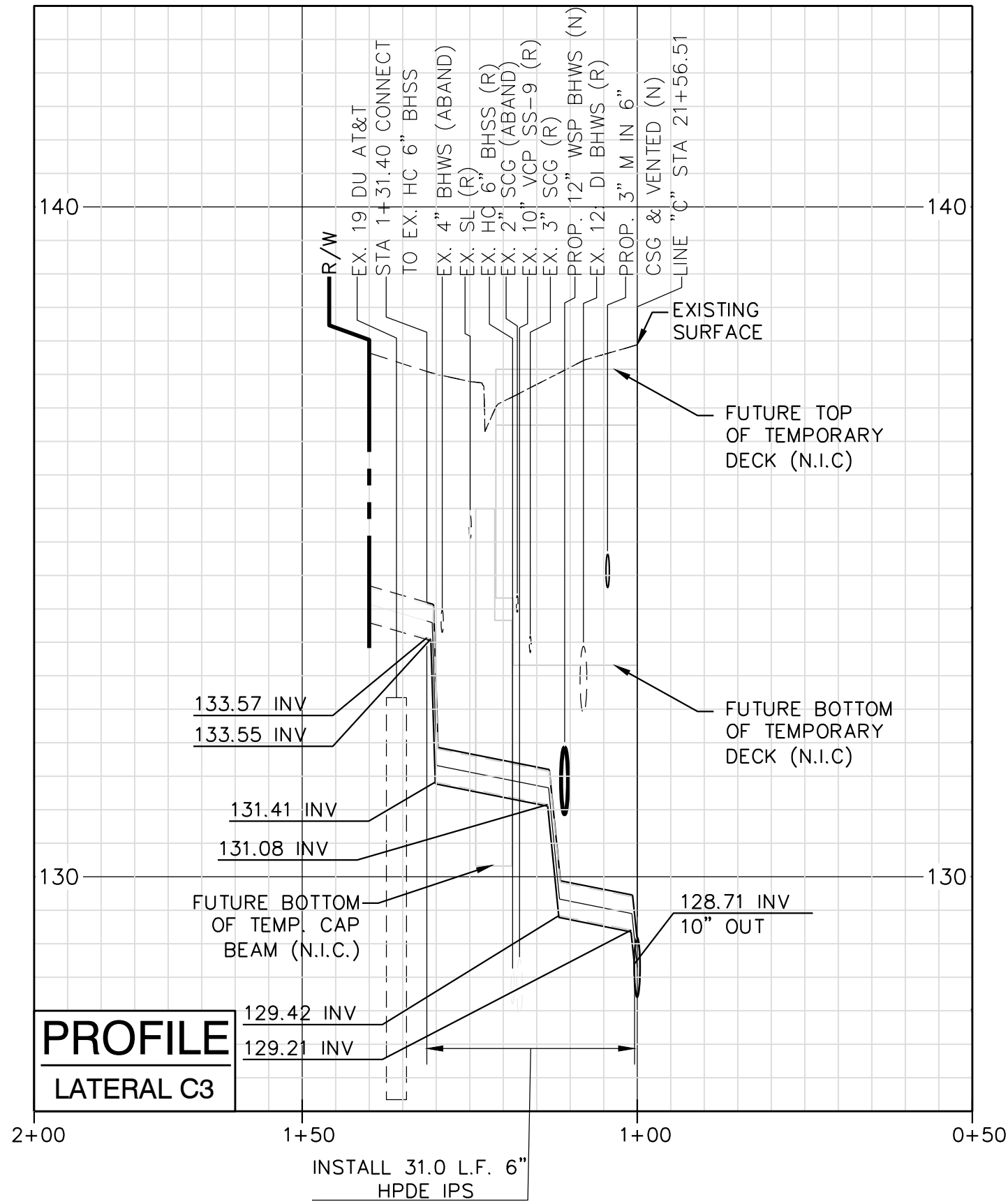
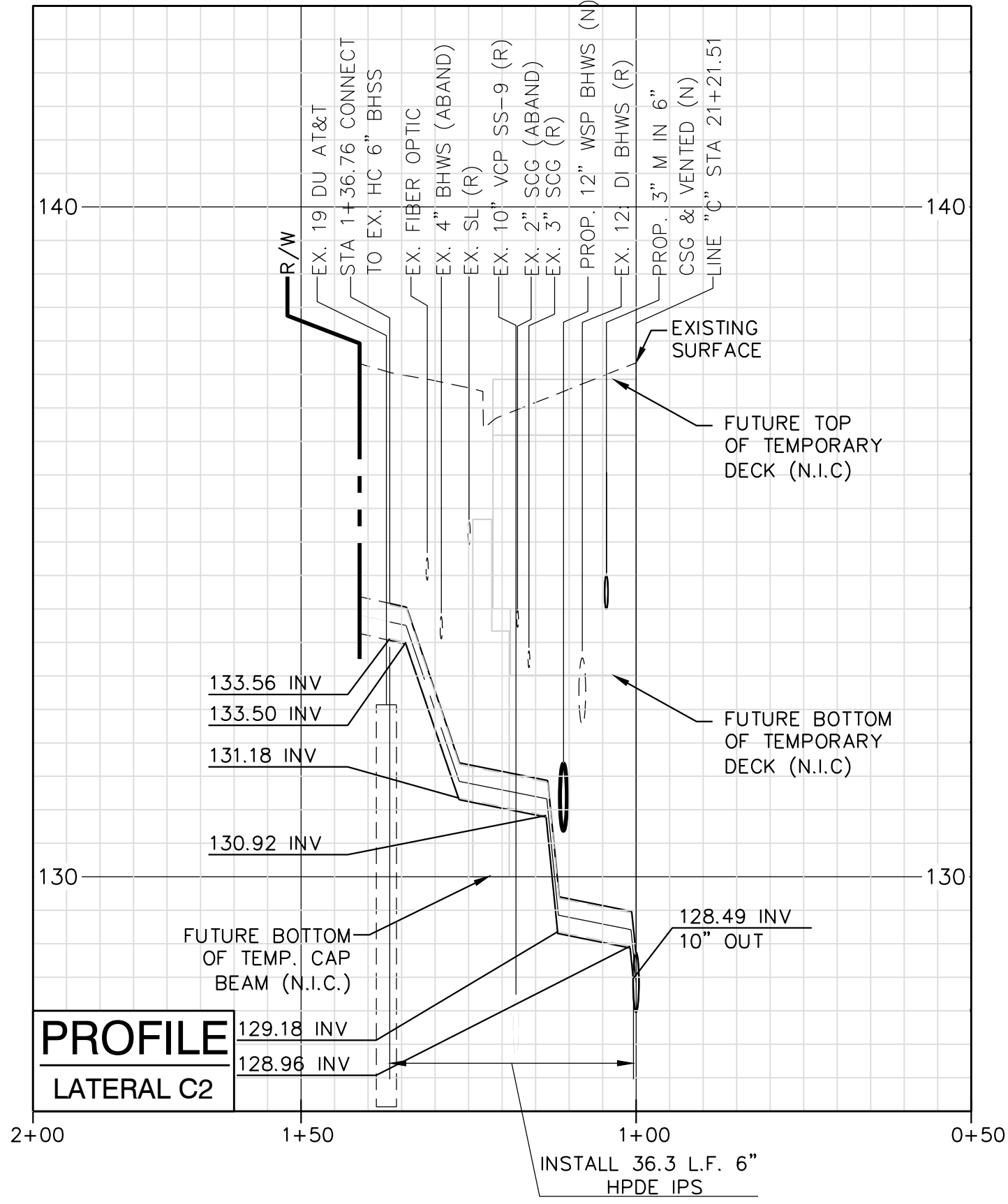
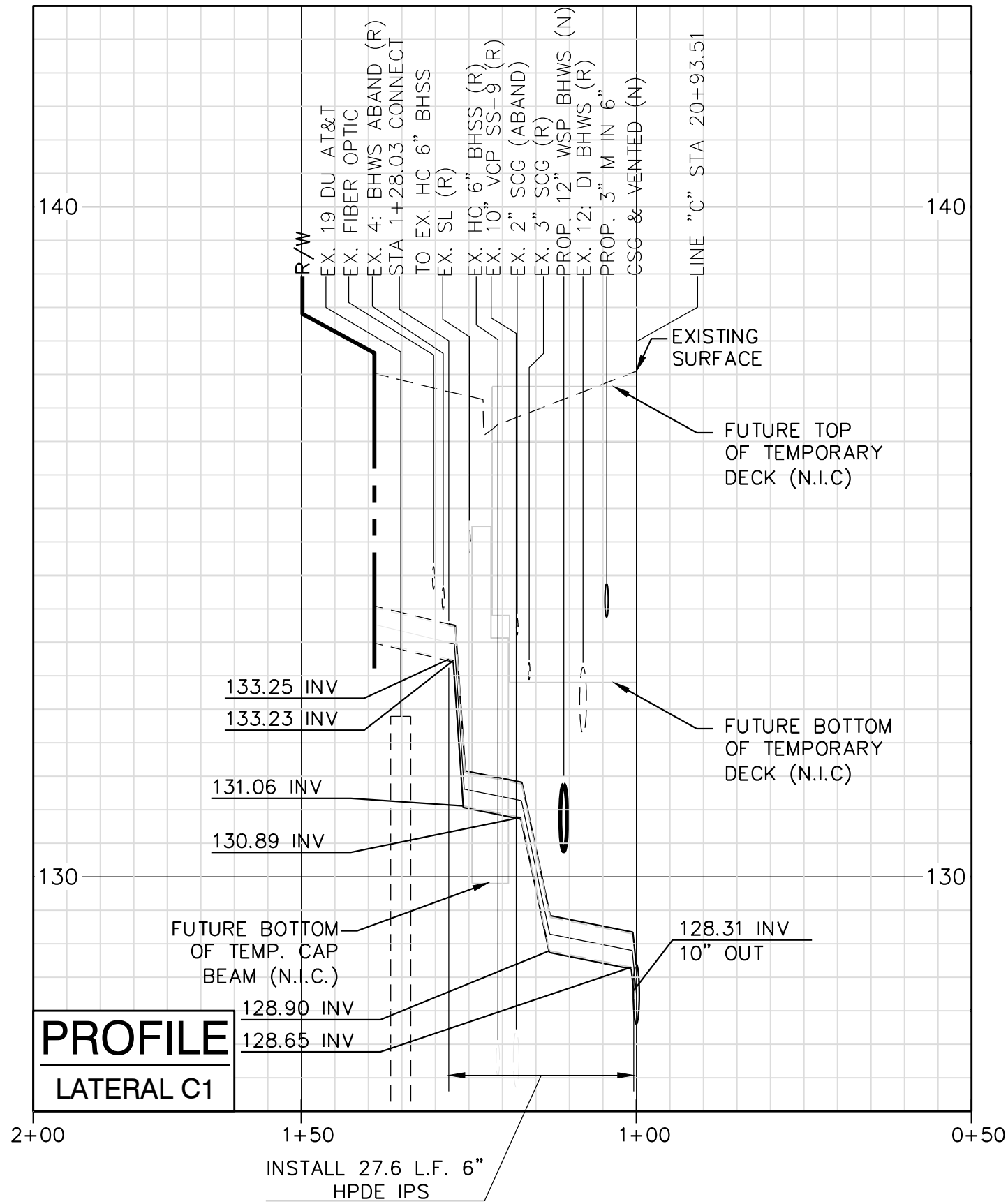
777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE

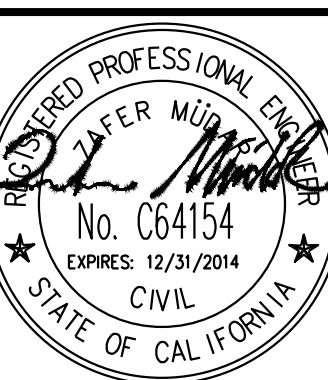


HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.



LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017  
PREPARED UNDER THE SUPERVISION OF:  
NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE



F.B. NO.	F.B. NO.	PAGE	TO
DESIGNED	G. MUNSON	DATE	02/07/14
DRAWN	O. RODRIGUEZ	DATE	02/07/14
CHECKED	Z. MUDAR	DATE	02/07/14
DATE	REVISION	BY	

C1056 AUR CONTRACT DRAWING NO. UC-112

PROJECT: BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE / LA CIENEGA STATION  
TEMPORARY SEWER RELOCATION  
PROFILE  
LATERAL C1, C2, C3, C4, C5, & C6

SUBMITTED \_\_\_\_\_ DATE \_\_\_\_\_

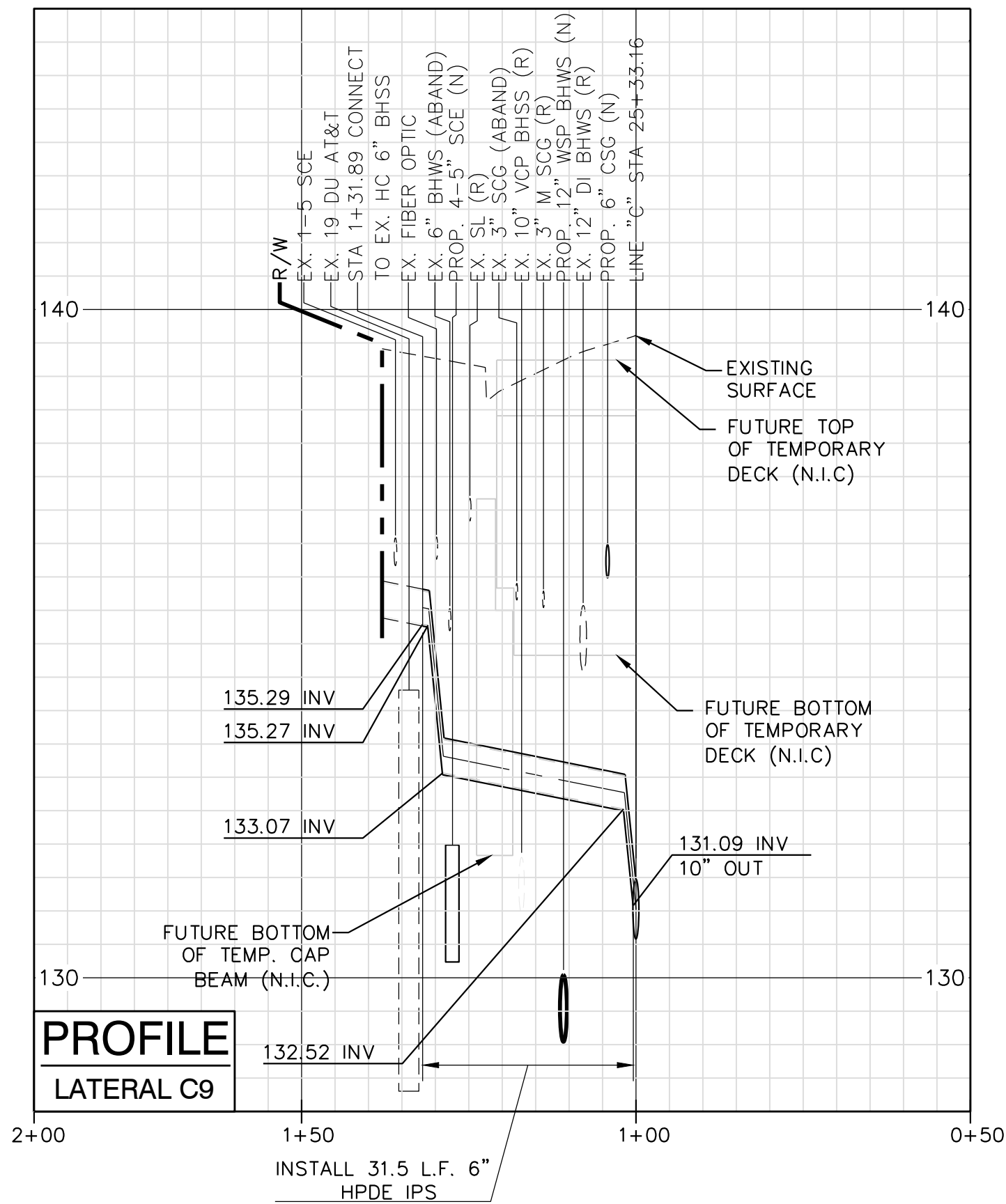
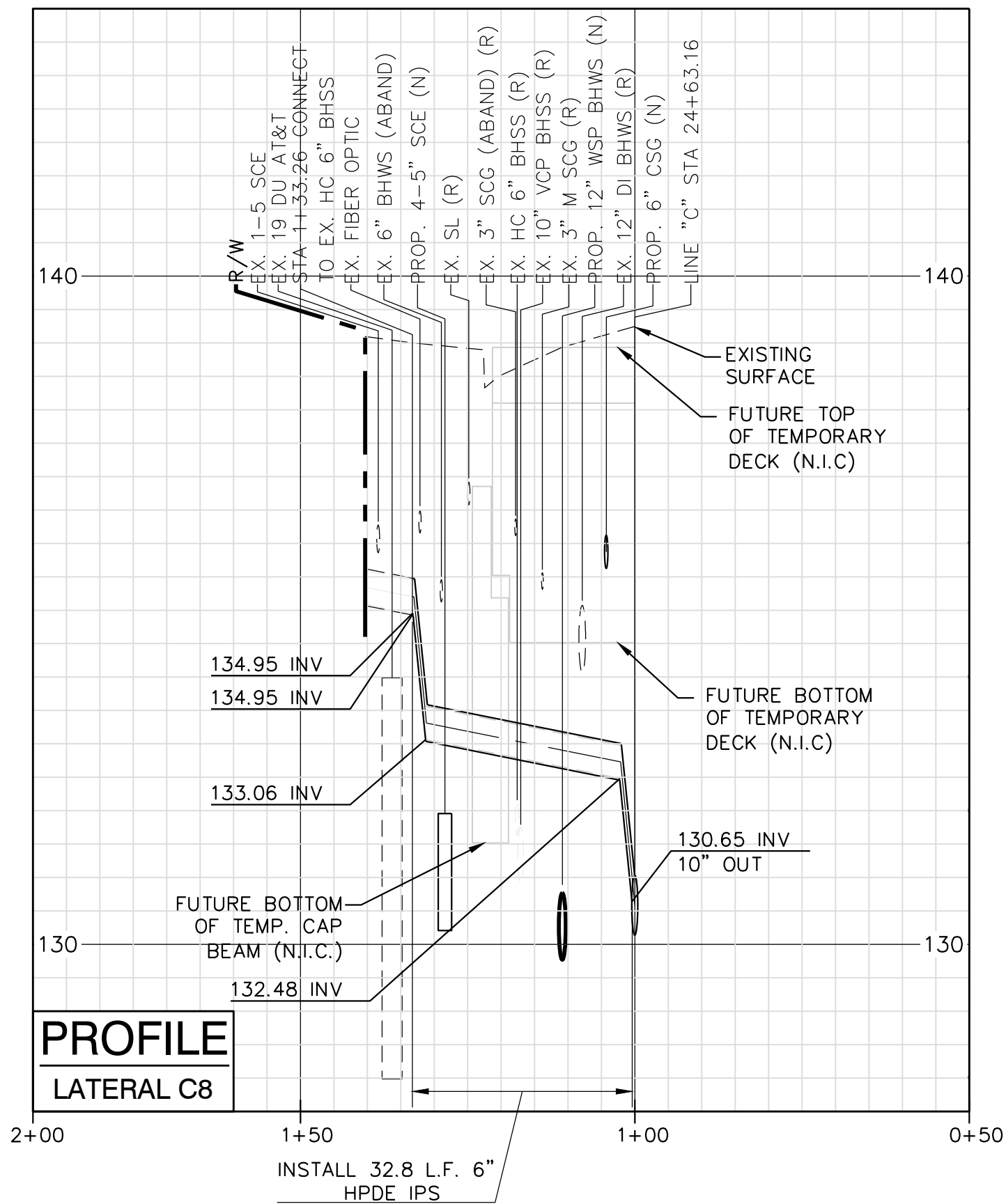
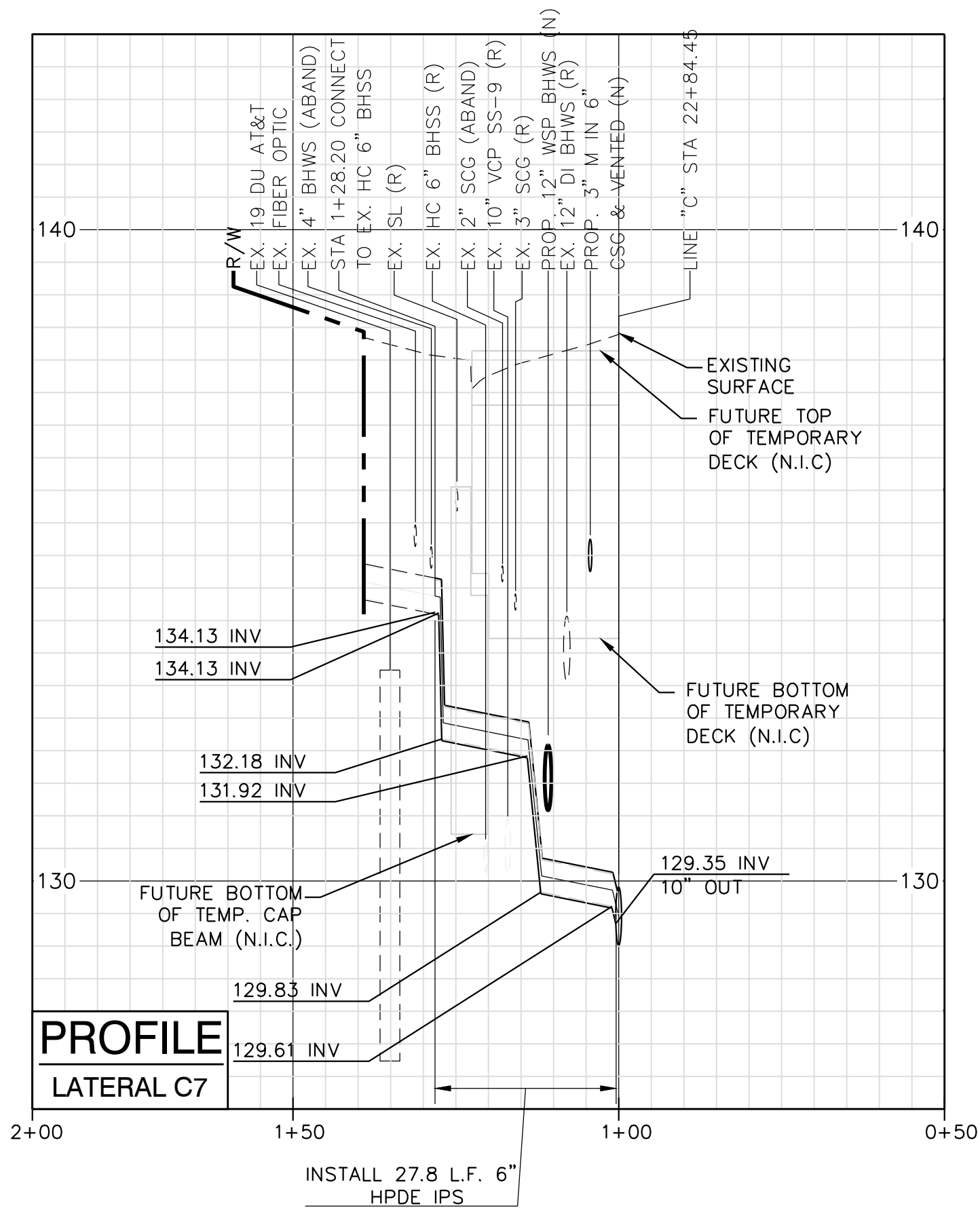
APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER

JOB NO. 1335 DRAWING NO. 7443  
SHEET 39 OF 76 SHEET

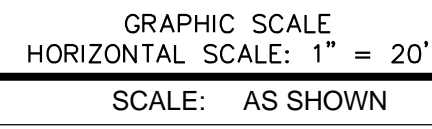
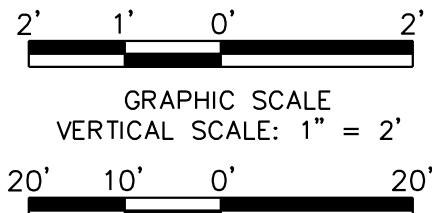
CITY OF BEVERLY HILLS, CALIFORNIA  
CIVIL ENGINEERING DEPARTMENT

Plot Date & time: 2/19/2014 8:50:43 PM  
L:\LAWS\BIM\WACBM\CA00\12 UTILITIES\G1056\G12.DWG  
DWG filename: L:\LAWS\BIM\WACBM\CA00\12 UTILITIES\G1056\G12.DWG





HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.



F.B. NO.	F.B. NO.	PAGE	TO
DESIGNED	G. MUNSON	DATE	02/07/14
DRAWN	O. RODRIGUEZ	DATE	02/07/14
CHECKED	Z. MUDAR	DATE	02/07/14

2/21/14	ISSUED FOR SOLICITATION	ZM
DATE	REVISION	BY



Metro

PARSONS  
BRINCKERHOFF

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE



C1056 AUR CONTRACT DRAWING NO. UC-113

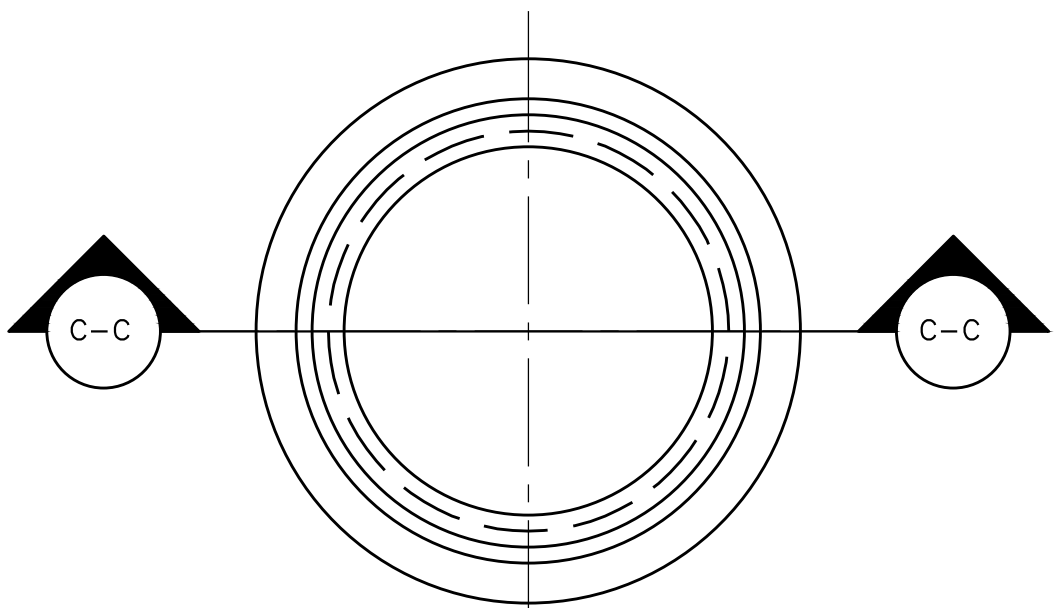
PROJECT: BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE / LA CIENEGA STATION  
TEMPORARY SEWER RELOCATION  
PROFILE  
LATERAL C7, C8 & C9

SUBMITTED	DATE
APPROVED	DATE
CITY ENGINEER	

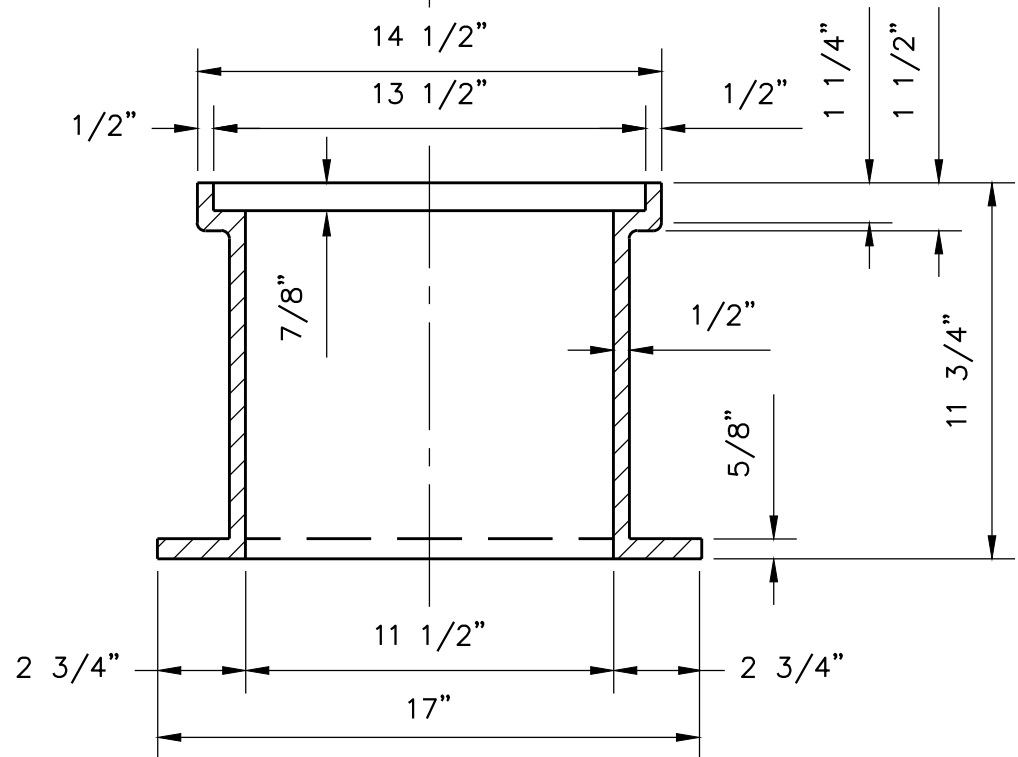
JOB NO.	1335	DRAWING NO.	7443
		SHEET	40 OF 76
		SHEET	76

CITY OF BEVERLY HILLS, CALIFORNIA  
CIVIL ENGINEERING DEPARTMENT

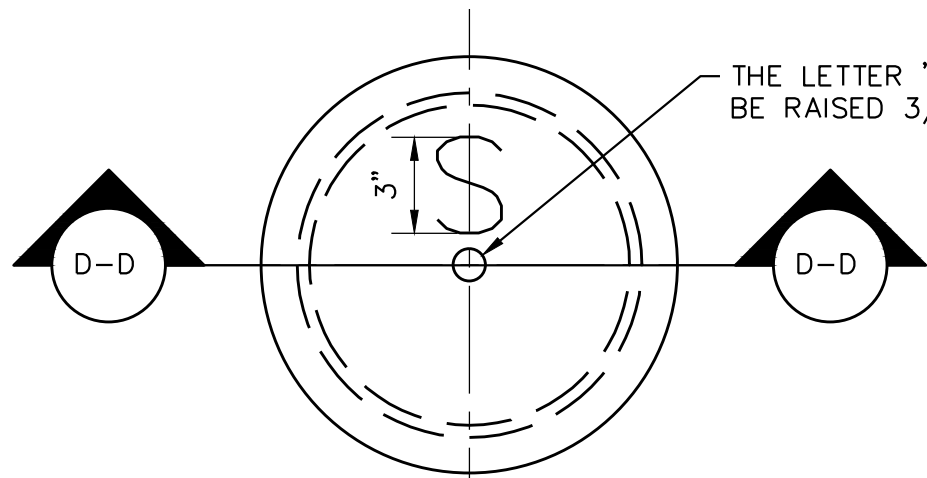
HORIZONTAL AND VERTICAL LOCATIONS TO BE  
VERIFIED IN THE FIELD AND ENGINEER NOTIFIED  
OF ANY DISCREPANCIES PRIOR TO  
CONSTRUCTION.



ACCESS FRAME

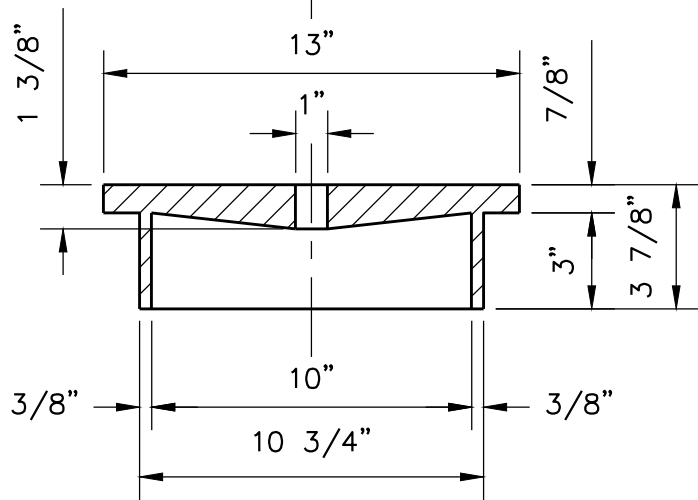


SECTION C-C

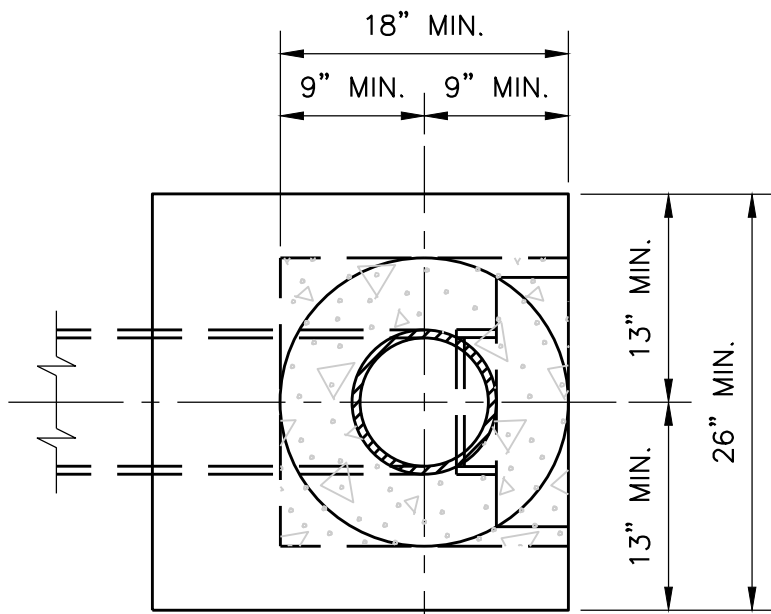


THE LETTER "S" SHALL  
BE RAISED 3/16"

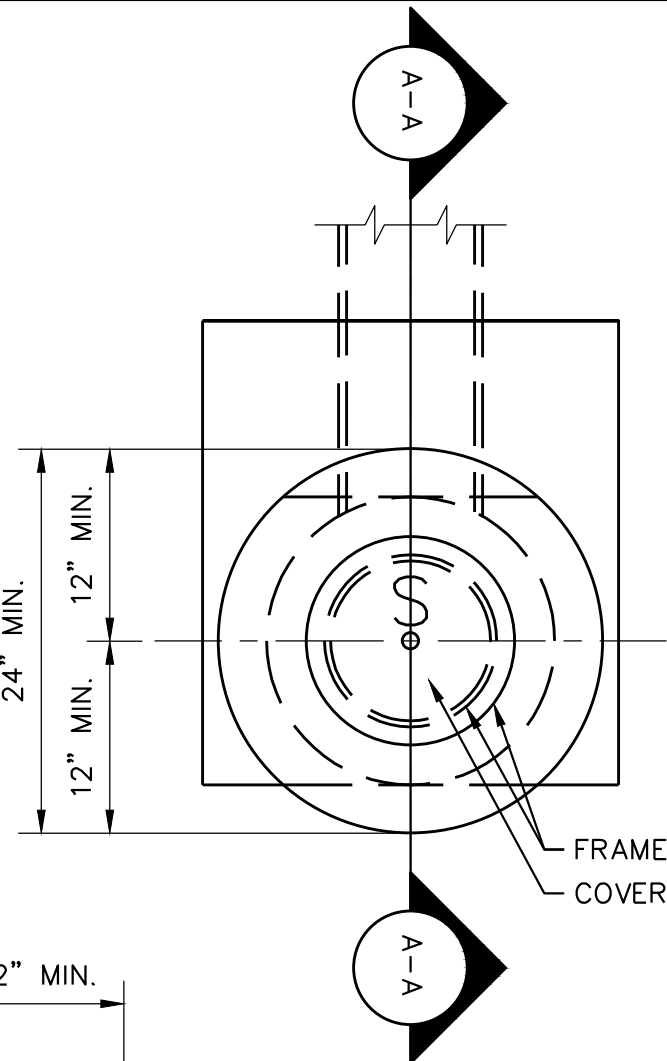
ACCESS COVER



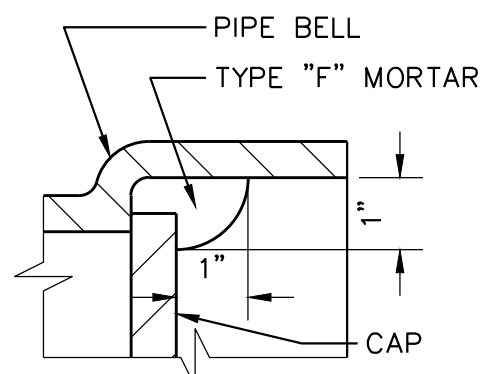
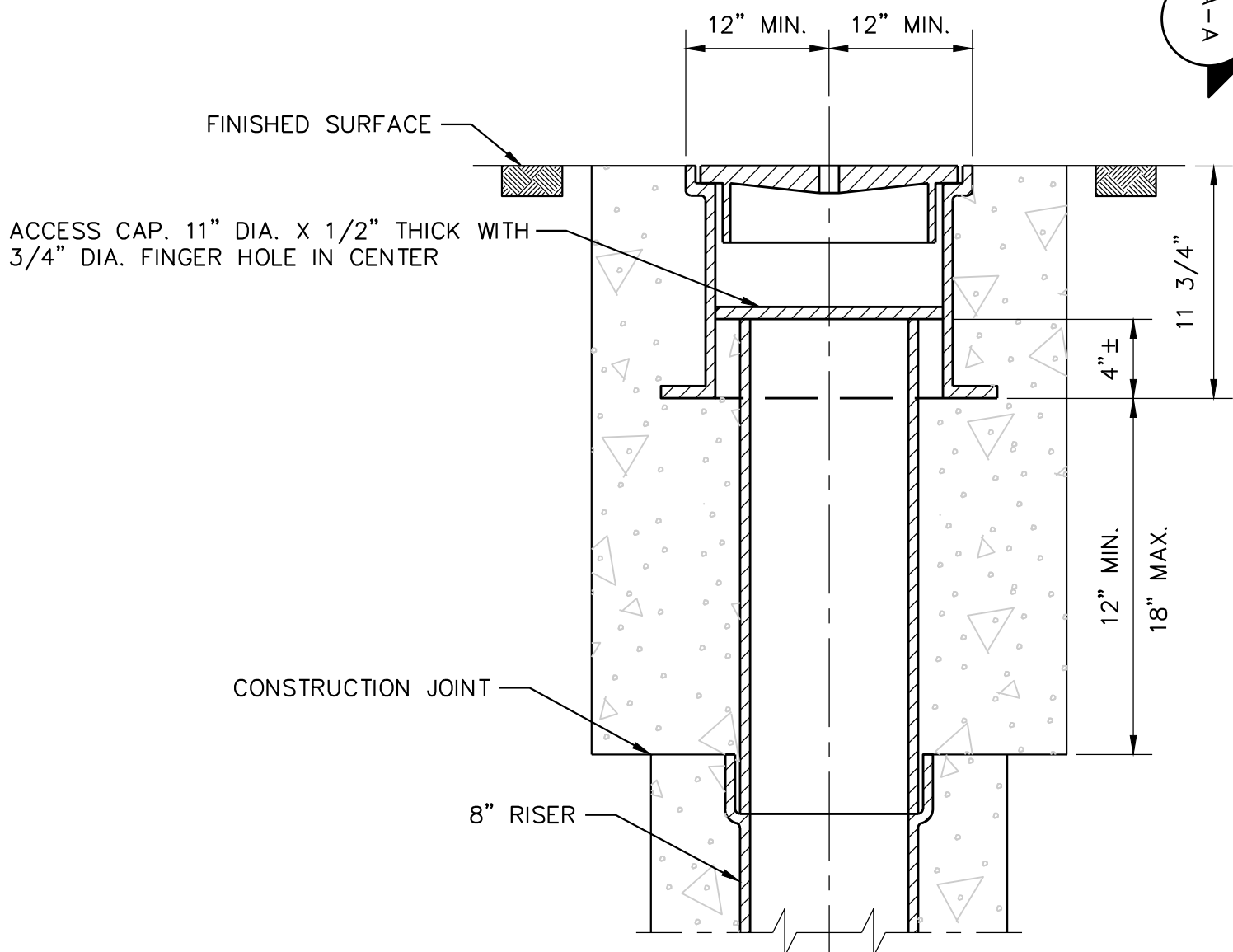
SECTION D-D



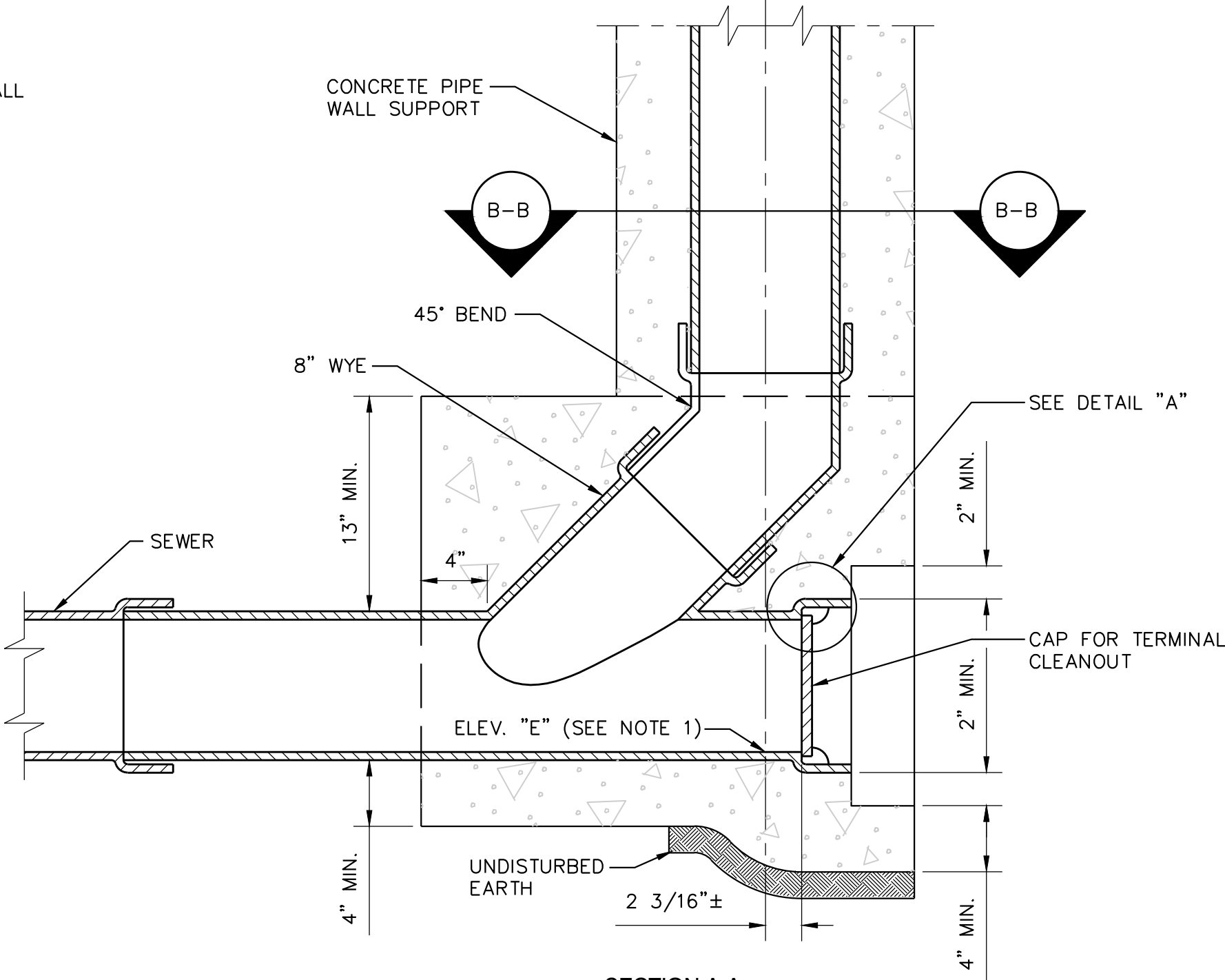
SECTION B-B



FRAME  
COVER



DETAIL "A"



SECTION A-A

NOTES:

- SEE PROJECT PLANS FOR VALUES OF DIMENSION "D" AND ELEVATION "E".
- PIPE AND FITTINGS EXCEPT AS OTHERWISE SHOWN HEREON SHALL BE OF THE SAME MATERIAL AS THE SEWER, 8" PVC IPS (SDR 32.5) CONFORMING TO SECTION 207-16 OF THE STANDARD SPECIFICATIONS.
- PIPES AND FITTINGS SHALL BE PROPERLY ALIGNED AND MAINTAINED WHILE CONCRETE IS BEING PLACED AND ALLOWED TO HARDEN. JOINTS FOR PIPES AND FITTINGS SHALL BE MADE PRIOR TO PLACING CONCRETE. CONCRETE FOR BEDDING, ENCASEMENT, AND WALL SUPPORT FOR PIPES AND FITTINGS SHALL BE PLACED UNIFORMLY AROUND THE PIPE AND FITTINGS AS SHOWN HEREON TO MAINTAIN PROPER ALIGNMENT, AND SHALL BE CLASS 420-C-2000.
- THE ACCESS FRAME, COVER, AND CAP SHALL BE TRAFFIC RATED CAST IRON CONFORMING TO SECTION 206-3 OF THE STANDARD SPECIFICATIONS. THE FINGER HOLES MAY BE DRILLED OUT OR MAY BE BLOCKED OUT PRIOR TO CASTING; THEY SHALL NOT BE PUNCHED OUT.
- THE CONTRACTOR, AT HIS OPTION, MAY PLACE EITHER CIRCULAR OR SQUARE CONCRETE PIPE WALL SUPPORTS AS SHOWN HEREON.



Metro

**PARSONS  
BRINCKERHOFF**

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE



SCALE: AS SHOWN			
F.B. NO.	F.B. NO.	PAGE	TO
DESIGNED G. MUNSON	DATE	02/07/14	
DRAWN O. RODRIGUEZ	DATE	02/07/14	
CHECKED Z. MUDAR	DATE	02/07/14	
2/21/14	ISSUED FOR SOLICITATION	ZM	
DATE	REVISION	BY	

C1056 AUR CONTRACT DRAWING NO. UC-114

PROJECT: BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS

WILSHIRE / LA CIENEGA STATION  
TEMPORARY SEWER RELOCATION  
CLEANOUT STRUCTURE

SUBMITTED DATE

APPROVED DATE

CITY ENGINEER

JOB NO. 1335

DRAWING NO. 7443

SHEET 41 OF 76 SHEET

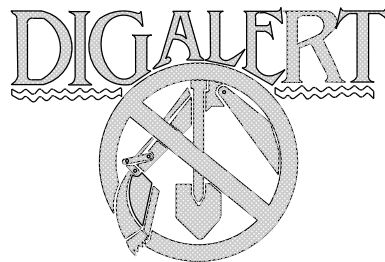
CITY OF BEVERLY HILLS, CALIFORNIA  
CIVIL ENGINEERING DEPARTMENT

CONSTRUCTION NOTES:

1. DATUMS:
- a. HORIZONTAL: BASIS OF HORIZONTAL CONTROL FOR THIS PROJECT IS THE CLAIFORNIA COORDINATE SYSTEM NAD83 ZONE 5 (2007.0 EPOCH). SEE ALSO DRAWING W-2001.
- b. VERTICAL: ARE BASED ON NGVD 1988. SEE ALSO DRAWING W-2001.
2. STATIONS SHOWN ON TEMPORARY DRAINAGE PROFILES ARE REFERENCED TO THE CENTERLINE OF WILSHIRE BOULEVARD RIGHT-OF-WAY
3. STATIONS AND INVERT ELEVATIONS OF PIPE INLETS SHOWN ON THE PROFILES ARE AT THE INSIDE FACE OF CONDUIT WALL UNLESS OTHERWISE SHOWN.
4. ALL TEMPORARY STORM DRAINAGE PIPE SHALL BE BEDDED ACCORDING TO CITY OF BEVERLY HILLS STANDARD DRAWING BH 211 UNLESS OTHERWISE SHOWN.
5. PIPE LATERAL CONNECTIONS TO THE MAIN TEMPORARY STORM LINE SHALL BE FACTORY FABRICATED.
6. EXISTING UTILITIES SHALL BE PROTECTED IN PLACE BY CONTRACTOR UNLESS OTHERWISE SHOWN ON THE DRAWINGS.
7. CONNECTIONS OF TEMPORARY STORM DRAIN LINES TO EXISTING RCP PIPE NEAR EXISTING CONCRETE CATCH BASINS SHALL ALLOW FOR THE INSTALLATION OF A CONCRETE PIPE COLLAR PER GREEN BOOK DETAIL 380-4.
8. ALL TEMPORARY STORM DRAIN LATERAL CONNECTOR PIPES SHALL BE CONSTRUCTED PER THE LATERAL DRAIN PROFILE PROVIDE. SEE ALSO DRAWING UD-103 THRU UD-104 FOR DETAILED ALIGNMENTS.
9. THE CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS TO DETERMINE THE EXACT LOCATION AND DEPTHS OF ALL EXISTING UTILITIES AND STRUCTURES IN ADVANCE OF THE TEMPORARY STORM LINE INSTALLATION. WHERE INTERFERENCE BETWEEN EXISTING UTILITIES AND CONNECTOR PIPES ARE FOUND, NOTIFY METRO'S AUTHORIZED REPRESENTATIVE AND THE CITY OF BEVERLY HILLS INSPECTOR PRIOR TO ADVANCING TEMPORARY DRAINAGE PIPE INSTALLATION WORK.
10. ALL TEMPORARY STORM DRAINAGE TRENCH RESTORATION STREET PAVEMENT REPLACEMENT SHALL BE CONDUCTED IN ACCORDANCE WITH THE CITY OF BEVERLY HILLS STANDARD DETAIL BH 114.
11. THE TEMPORARY STORM DRAINAGE UTILITY RELOCATIONS SHOWN ON THESE DRAWINGS ARE INTENDED TO ADVANCE CONSTRUCTION OF THE FUTURE UNDERGROUND STATION AND ALL TEMPORARY ROADWAY DECKING AND SHORING SYSTEMS. ALL REFERENCES TO THE FUTURE TEMPORARY TRAFFICE DECKING AND AND SHORING SYSTEMS AS SHOWN ON THESE DRAWINGS IS REFERENCE ONLY AND WILL BE CONSTRUCTED BY OTHERS.
12. ALL TEMPORARY HDPE STORM DRAINAGE PIPE BEDDING SHALL BE IN ACCORDANCE WITH CITY OF BEVERLY HILLS STANDARD DETAIL BH 211 - CASE II. BEDDING SHALL ALSO COMPLY WITH MANUFACTURES RECOMMENDATIONS FOR HDPE PIPE BEDDING.
13. CONTRACTOR SHALL RESTORE AND REPLACE ALL ROADWAY PAINT STRIPPING AND PLASTIC ROADWAY STRIPPING OR DELINIEATORS THAT WERE REMOVED OR OBLITERATED DURING CONSTRUCTION TO THE PRECONSTRUCTION CONDITION OR BETTER. CONTRACTORE SHALL OBTAIN APPROVAL OF ALL RESTORATION BY THE CITY OF BEVERLY HILLS TRAFFIC OPERATIONS DIVISION.

TEMPORARY HIGH DENSITY POLYETHYLENE (HDPE) TEMPORARY STORM DRAIN PIPE AND FITTINGS NOTES:

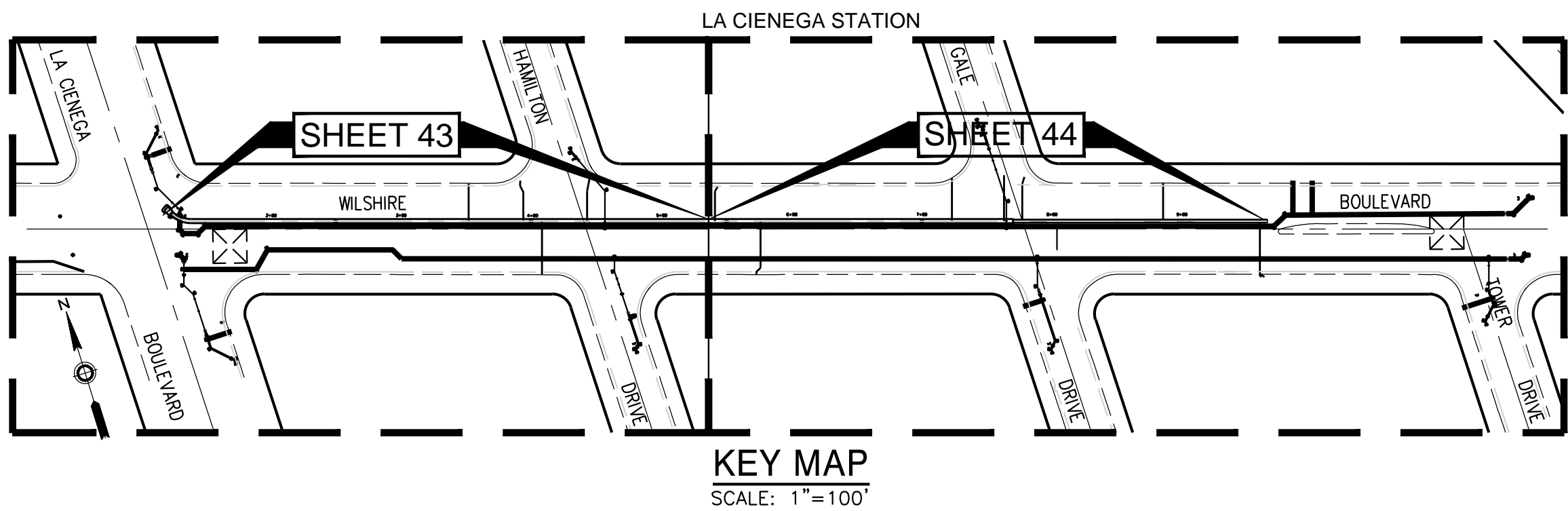
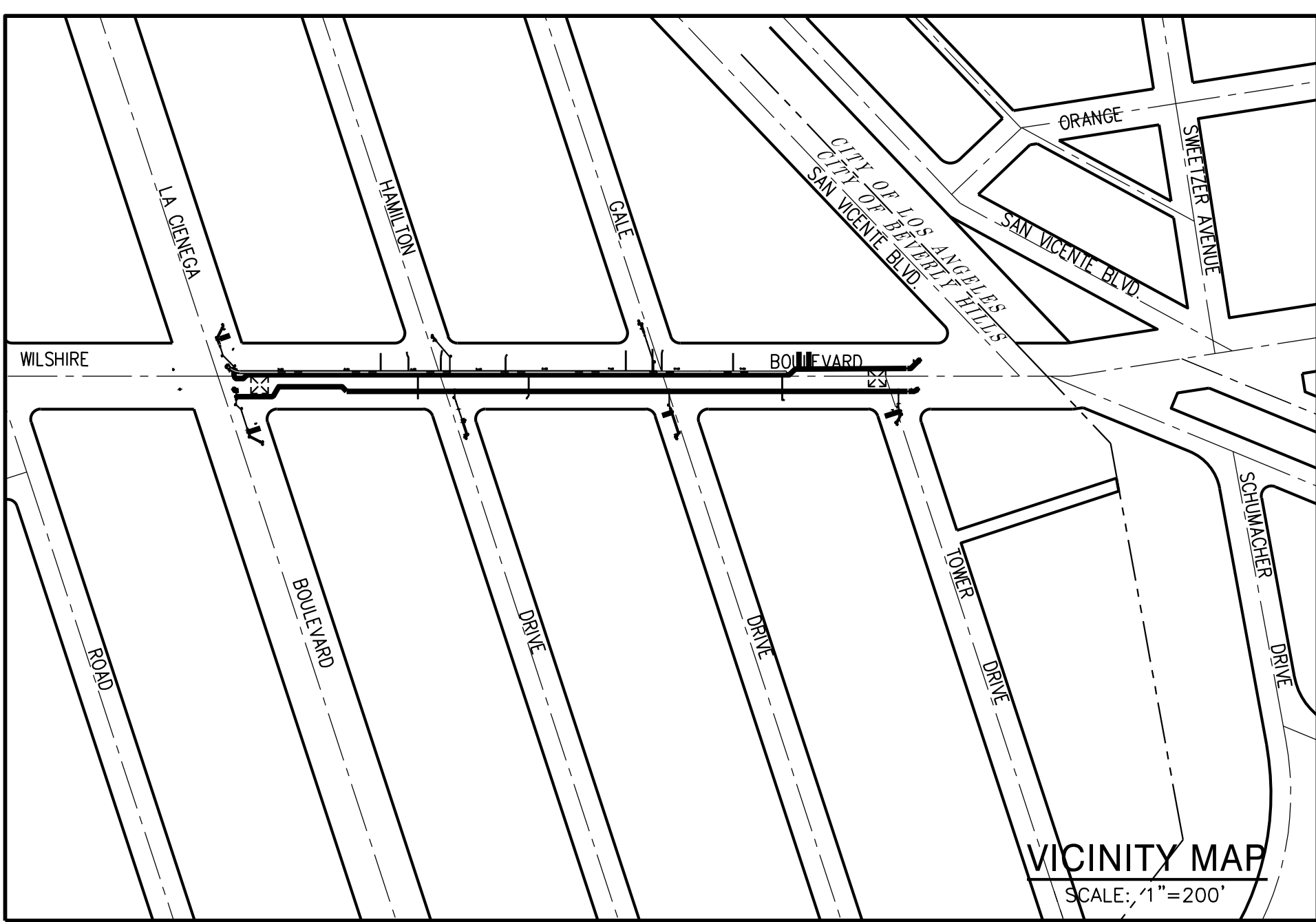
1. ALL TEMPORARY HDPE PIPE HAVING A MATERIAL DESIGNATION CODE OF PE3608 OR HIGHER SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA C906, ASTM D3350 AND SHALL HAVE A MINIMUM CELL CLASSIFICATION OF PE345464C. IN ADDITION, THE MATERIAL SHALL BE LISTED AS MEETING NSF-61. HDPE PIPE SHALL HAVE A MINIMUM RATING FOR USE AT THE PRESSURE CLASS OR DIMENSION RATING (DR) AS LISTED ON THESE DRAWINGS.
2. ALL TEMPORARY HDPE PIPE FITTINGS, SPECIAL FABRICATED PIPE FITTINGS AND MANHOLES WITH APPRUTENANCES SHALL HAVING A MATERIAL DESIGNATION CODE OF PE3608 OR HIGHER AND SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA C906, ASTM D3261 AND SHALL HAVE A MINIMUM CELL CLASSIFICATION OF PE345464C. MOLDED AND FABRICATED FITTINGS SHALL HAVE A PRESSURE RATING EQUAL TO THE PIPE UNLESS OTHERWISE SPECIFIED ON THE PLANS.
3. FITTINGS
- a. BUTT FUSION FITTINGS - FITTINGS SHALL BE MADE OF HDPE MATERIAL WITH A MINIMUM MATERIAL DESIGNATION CODE OF PE3608 AND WITH A MINIMUM CELL CLASSIFICATION AS DEFINED IN NOTE #1. BUTT FUSION FITTINGS SHALL MEET THE REQUIREMENTS OF ASTM D3261. MOLDED AND FABRICATED FITTINGS SHALL HAVE A PRESSURE RATING EQUAL TO THE PIPE UNLESS OTHERWISE SPECIFIED ON THE PLANS. ALL FITTINGS SHALL MEET THE REQUIREMENTS OF AWWA C906. MARKINGS FOR MOLDED FITTINGS SHALL COMPLY WITH THE REQUIREMENTS OF ASTM D 3261. FABRICATED FITTINGS SHALL BE MARKED IN ACCORDANCE WITH ASTM F 2206. THE PIPE SHALL BE JOINED BY THE BUTT FUSION PROCEDURE OUTLINED IN ASTM F 2620 OR PPI TR-33. ALL FUSION JOINTS SHALL BE MADE IN COMPLIANCE WITH THE PIPE OR FITTING MANUFACTURER'S RECOMMENDATIONS. FUSION JOINTS SHALL BE MADE BY QUALIFIED FUSION TECHNICIANS PER PPI TN-42.
- b. ELECTROFUSION FITTINGS - FITTINGS SHALL BE MADE OF HDPE MATERIAL WITH A MINIMUM MATERIAL DESIGNATION CODE OF PE 3608 AND WITH A MINIMUM CELL CLASSIFICATION AS DEFINED IN NOTE #1. ELECTROFUSION FITTINGS SHALL HAVE A MANUFACTURING STANDARD OF ASTM F1055. FITTINGS SHALL HAVE A PRESSURE RATING EQUAL TO THE PIPE UNLESS OTHERWISE SPECIFIED ON THE PLANS. ALL ELECTROFUSION FITTINGS SHALL BE SUITABLE FOR USE AS PRESSURE CONDUITS, AND HAVE NOMINAL BURST VALUES OF FOUR TIMES THE WORKING RESSURE RATING (WPR) OF THE FITTING. MARKINGS SHALL BE ACCORDING TO ASTM F 1055. ELECTROFUSION JOINING SHALL BE DONE IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDED PROCEDURE. OTHER SOURCES OF ELECTROFUSION JOINING INFORMATION ARE ASTM F 1290 AND PPI TN 34. THE PROCESS OF ELECTROFUSION REQUIRES AN ELECTRIC SOURCE , A TRANSFORMER, COMMONLY CALLED AN ELECTROFUSION BOX THAT HAS WIRE LEADS, A METHOD TO READ ELECTRONICALLY (BY LASER)OR OTHERWISE INPUT THE BARCODE OF THE FITTING, AND A FITTING THAT IS COMPATIBLE WITH THE TYPE OF ELECTROFUSION BOX USED. THE ELECTROFUSION BOX MUST BE CAPABLE OF READING AND STORING THE INPUT PARAMETERS AND THE FUSION RESULTS FOR LATER DOWNLOAD TO A RECORD FILE. QUALIFICATION OF THE FUSION TECHNICIAN SHALL BE DEMONSTRATED BY EVIDENCE OF ELECTROFUSION TRAINING WITHIN THE PAST YEAR ON THE EQUIPMENT TO BE UTILIZED FOR THIS PROJECT.



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

DIAL TOLL FREE  
1-800-422-4133

AT LEAST TWO DAYS  
BEFORE YOU DIG



TEMPORARY HIGH DENSITY POLYETHYLENE (HDPE) TEMPORARY STORM DRAIN PIPE AND FITTINGS NOTES (cont):

4. TEMPORARY HDPE STORM DRAIN PIPE INSTALLATION
- a. BURIED HDPE PIPE AND FITTINGS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321
- b. PIPE BEDDING - BEDDING MATERIAL SHOULD BE CLASS I, CLASS II, OR CLASS III , MATERIALS AS DEFINED BY ASTM D-2321 SECTION 6 EXCEPT WHERE SUPERCEDED BY THE CITY OF BEVERLY HILLS STD. DETAIL BH 211.
5. ALL TEMPORARY HDPE PIPE SECTIONS, HDPE SPECIAL PIPE FITTINGS, HDPE TEMPORARY CLEAN-OUTS SHALL BE CONSTRUCTED WITH THE FOLLOWING HEAT FUSION JOINTING METHODS: BUTT FUSION, ELECTROFUSION.
6. WHERE NEW TEMPORARY HDPE STORM DRAINAGE PIPE JOINS EXISTING DISIMILAR MATERIALS (I.E. CONCRETE OR REINFORCED CONCRETE PIPE, CONTRACTOR SHALL INSTALL FACTORY FABRICATED HDPE ADAPTORS IN ADDITION TO CONCRETE COLLARS. CONCRETE COLLARS SHALL BE CONSTRUCTED IN ACCORDANCE WITH GREEN BOOK STD. DETAIL 380-4.
7. HDPE PIPE DELIVERED TO THE PROJECT SHALL HAVE STANDARD MARKINGS PRINTED ON EACH PIPE WHICH CONSIST OF NOMINAL SIZE AND OD BASE, MATERIAL CODE, DIMENSION RATIO, PRESSURE CLASS, CURRENT AWWA C906 (IF APPLICABLE), ASTM F714 (IF APPLICABLE), AND PRODUCTION DATE (DAY, MONTH, & YEAR).
8. CONTRACTOR TO PROVIDE WRITTEN CONFIRMATION OR ATTESTATION FROM MANUFACTURER THAT PRODUCTS SHIPPED MEETS OR EXCEEDS THE STANDARDS SET FORTH IN THESE REQUIREMENTS. CONTRACTOR SHALL ALSO PROVIDE MANUFACTURERS RECOMMENDED FUSION PROCEDURES FOR THE PRODUCTS PROVIDED.
9. CONTRACTOR SHALL COORDINATE DELIVERY, STORAGE AND HANDLING OF ALL HDPE PIPE AND PIPE FITTINGS. PIPE SHALL HANDLED IN ACCORDANCE WITH THE PPI HANDBOOK OF POLYETHYLENE PIPE (2ND EDITION), CHAPTER 2 USING APPROVED STRAPPING AND EQUIPMENT RATED FOR THE LOADS ENCOUNTERED. DO NOT USE CHAINS, WIRE ROPE, FORKLIFTS OR OTHER METHODS OR EQUIPMENT THAT MAY GOUGE OR DAMAGE THE PIPE OR ENDANGER PERSONS OR PROPERTY. FIELD STORAGE IS TO BE IN COMPLIANCE WITH AWWA MANUAL OF PRACTICE M55 CHAPTER 7. IF ANY GOUGES, SCRAPES, OR OTHER DAMAGE TO THE PIPE RESULTS IN LOSS OF 10% OF THE PIPE WALL THICKNESS, CUT OUT THAT SECTION OR DO NOT USE.

DATUMS:

THE BASIS OF HORIZONTAL CONTROL FOR THIS PROJECT IS THE CALIFORNIA COORDINATE SYSTEM NAD83 ZONE 5 (2007.0 EPOCH) DETERMINED LOCALLY BY THE FOLLOWING NGS POINTS: EW9587, EW9595 AND AA9327

ELEVATIONS ARE BASED ON THE NAVD 1988 - SPECIFICALLY CITY OF LOS ANGELES BENCHMARKS 12-16091, 13-13450 AND 13-13352 (2000 ADJ)

HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

C1056 AUR CONTRACT DRAWING NO. UD-100

PROJECT: BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE / LA CIENEGA STATION  
TEMPORARY STORM DRAIN RELOCATION  
TITLE SHEET, GENERAL AND CONSTRUCTION NOTES

SUBMITTED \_\_\_\_\_ DATE \_\_\_\_\_  
APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER

JOB NO. 1335 DRAWING NO. 7443  
SHEET 42 OF 76 SHEET

CITY OF BEVERLY HILLS, CALIFORNIA  
CIVIL ENGINEERING DEPARTMENT



Metro

PARSONS  
BRINCKERHOFF

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

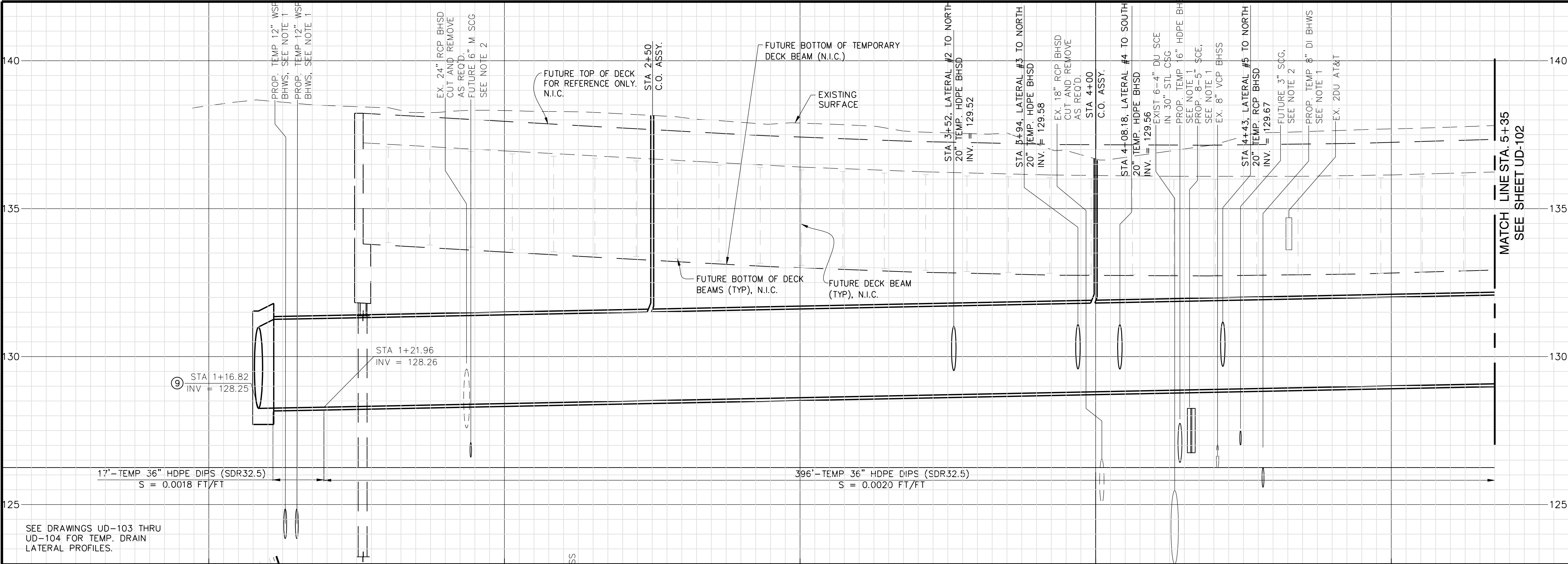
NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE



SCALE: AS SHOWN		
F.B. NO.	F.B. NO. PAGE	TO
DESIGNED G. MUNSON	DATE	02/07/14
DRAWN S. SIRKATOVA	DATE	02/07/14
CHECKED Z. MUDAR	DATE	02/07/14
2/21/14	ISSUED FOR SOLICITATION	ZM
DATE	REVISION	BY

Plot Date & Time: 2/19/2014 8:51:01 PM  
BWS: file name: L:\LAWS\BIA\WACBM\CA00\112 UTILITIES\CITY OF BEVERLY HILLS\DRAIN\PLANS & PROFILES\C1056UD100.DWG  
Plotted by: Nacion, Roque





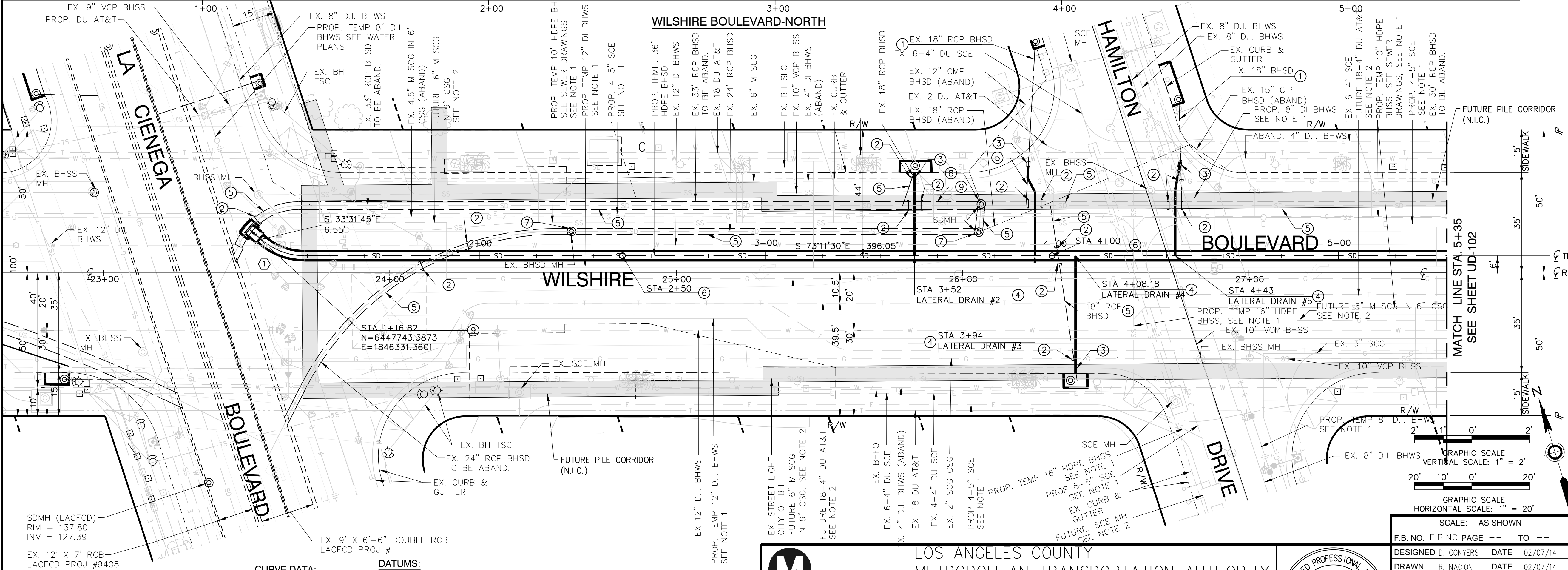
HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

**ABBREVIATIONS:**

BH = CITY OF BEVERLY HILLS  
EX = EXISTING  
N.I.C. = NOT IN CONTRACT  
PROP = PROPOSED

**CONSTRUCTION KEY NOTES**

- EXISTING UTILITY LINE TO REMAIN, PROTECT IN PLACE.
- CAP TO SEAL AND ABANDON EXISTING STORM DRAIN LINE PER GREEN BOOK SPEC SECTION 306-5. CONTRACTOR SHALL FIELD ADJUST LOCATION OF CAP AS REQUIRED TO CONSTRUCT TEMPORARY HDPE STORM LINES.
- CONSTRUCT CONCRETE COLLAR PER GREEN BOOK STD. PLAN 380-4 WHERE NEW TEMPORARY HDPE PIPE JOINS EXISTING BHSD.
- CONSTRUCT 20" HDPE IPS SDR(32.5) TEMPORARY STORM DRAIN LATERAL PER PROFILES ON SHEET 45. LATERAL SHALL INCLUDE FACTORY FABRICATED 20" HDPE ASSEMBLY FOR FUSING TO 36" OR 24" TEMPORARY HDPE STORM MAIN.
- ABANDON EXISTING BHSD IN PLACE AS IS.
- CONSTRUCT TEMPORARY TRAFFIC RATED 8" HDPE CLEAN-OUT ASSY. TO STORM DRAIN. ALL CONNECTIONS TO NEW TEMPORARY 36" I.D. AND 24" I.D. HDPE PIPES SHALL BE THERMALLY FUSED. INSTALL ADAPTORS TO ACCOMMODATE CAST IRON FRAME AND LID PER CITY OF BEVERLY HILLS' STANDARDS.
- ABANDON EXISTING BHSD M.H. IN PLACE AS IS.
- CONSTRUCT CONNECTION TO EXISTING 33" RCP PER DETAIL ON SHEET 46



**NOTES:**

- TO BE CONSTRUCTED PER C1056 ADVANCED UTILITY RELOCATIONS CONTRACT PACKAGE.
- C1056 CONTRACTOR TO VERIFY STATUS OF UTILITY RELOCATIONS WITH THE OWNER.
- FUTURE APPENDAGES AND STATION ENTRANCES ARE SHOWN FOR REFERENCE ONLY AND N.I.C.

C1056 AUR CONTRACT DRAWING NO. UD-101

PROJECT: BEVERLY HILLS  
**WESTSIDE SUBWAY EXTENSION**  
**ADVANCED UTILITY RELOCATIONS**  
WILSHIRE / LA CIENEGA STATION  
TEMPORARY STORM DRAIN RELOCATION  
PLAN AND PROFILE  
STA 1+14.18 TO STA 5+35.00



**Metro**

**PARSONS  
BRINCKERHOFF**

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE

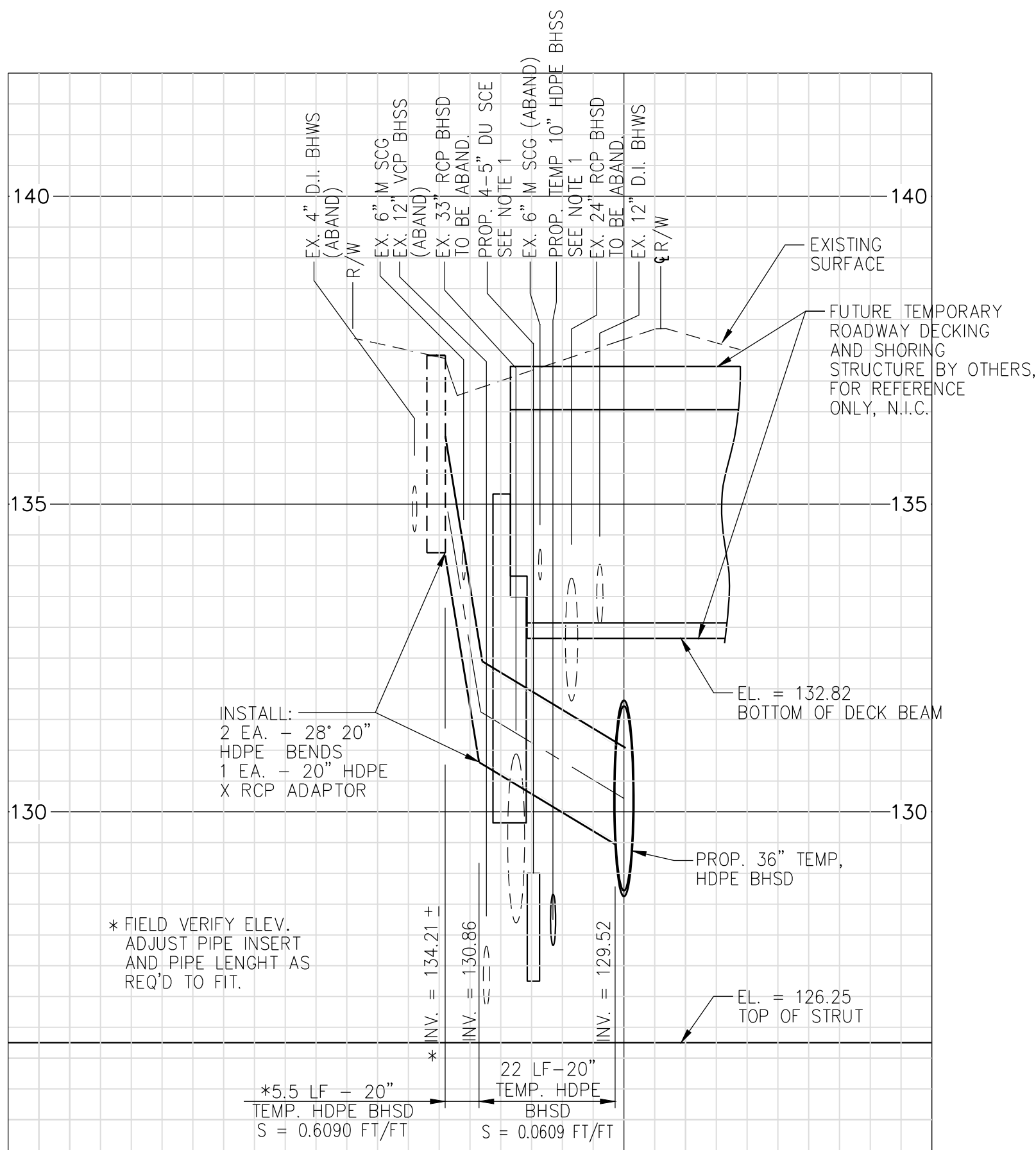


GRAPHIC SCALE HORIZONTAL SCALE: 1" = 20'	
SCALE: AS SHOWN	
F.B. NO.	F.B. NO. PAGE -- TO --
DESIGNED D. CONYERS	DATE 02/07/14
DRAWN R. NACION	DATE 02/07/14
CHECKED Z. MUDAR	DATE 02/07/14
2/21/14	ISSUED FOR SOLICITATION
DATE	REVISION
	BY

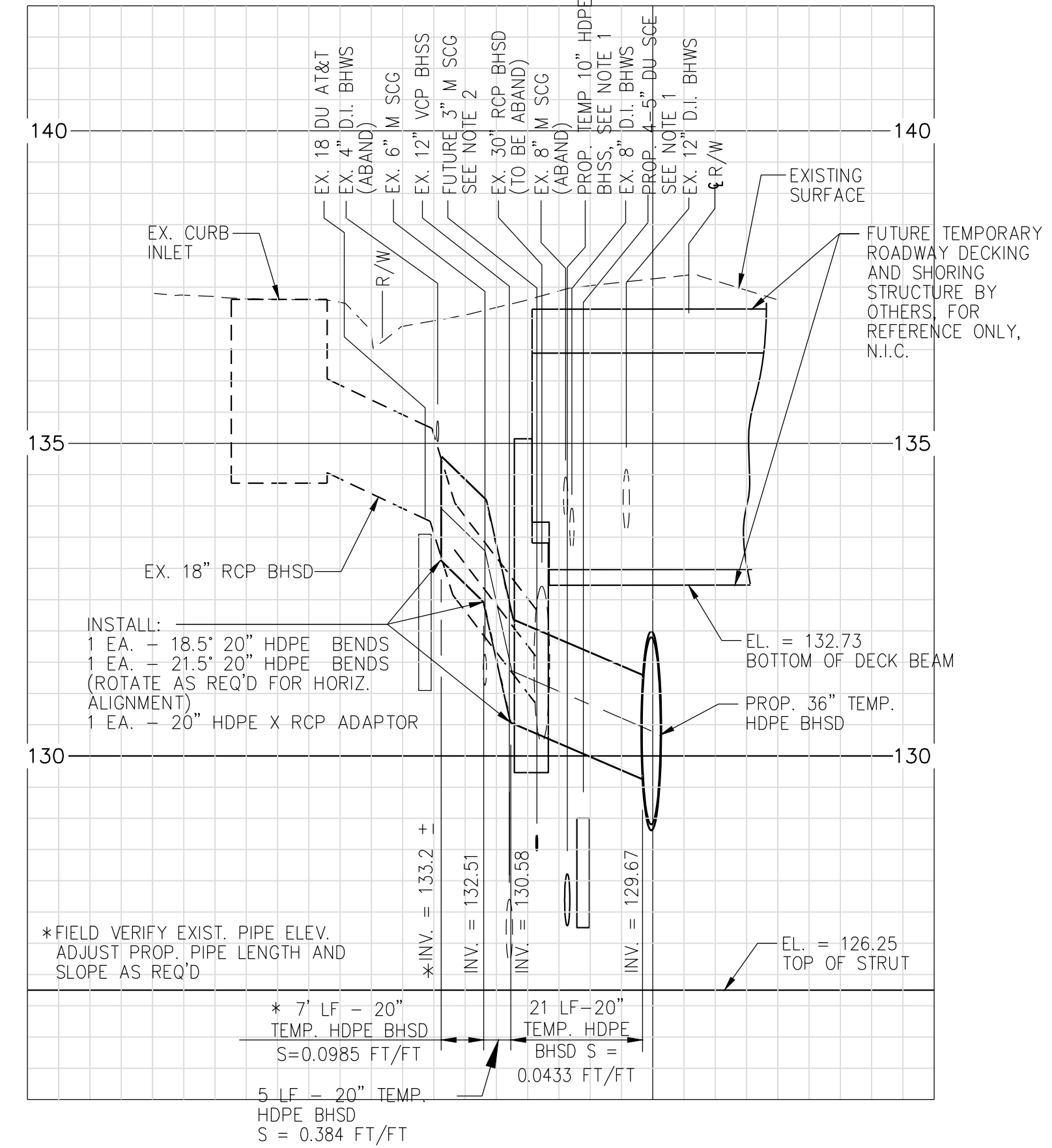
SUBMITTED	DATE
APPROVED	DATE
CITY ENGINEER	
JOB NO. 1335	DRAWING NO. 7443
	SHEET 43 OF 76 SHEET
CITY OF BEVERLY HILLS, CALIFORNIA CIVIL ENGINEERING DEPARTMENT	



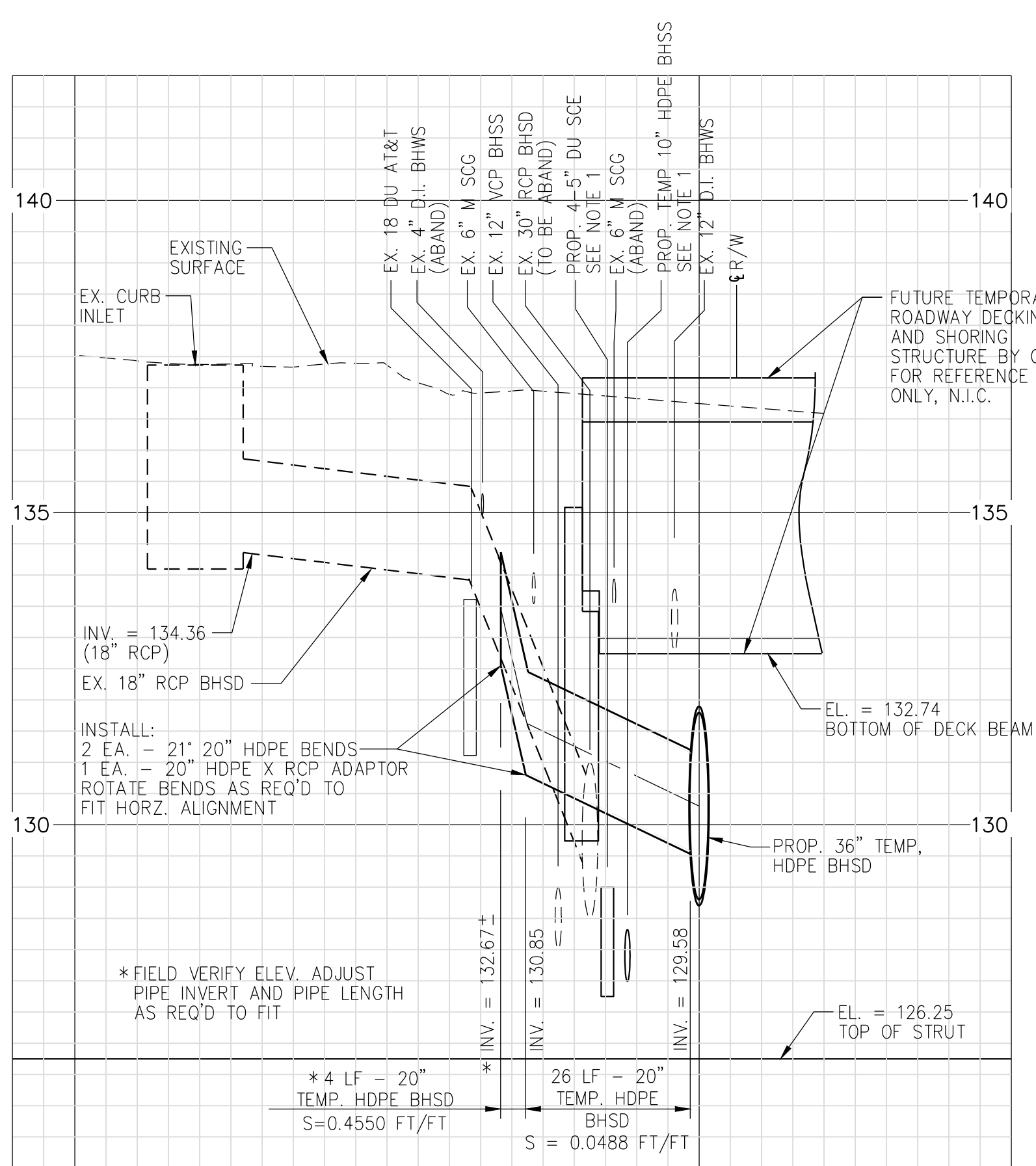




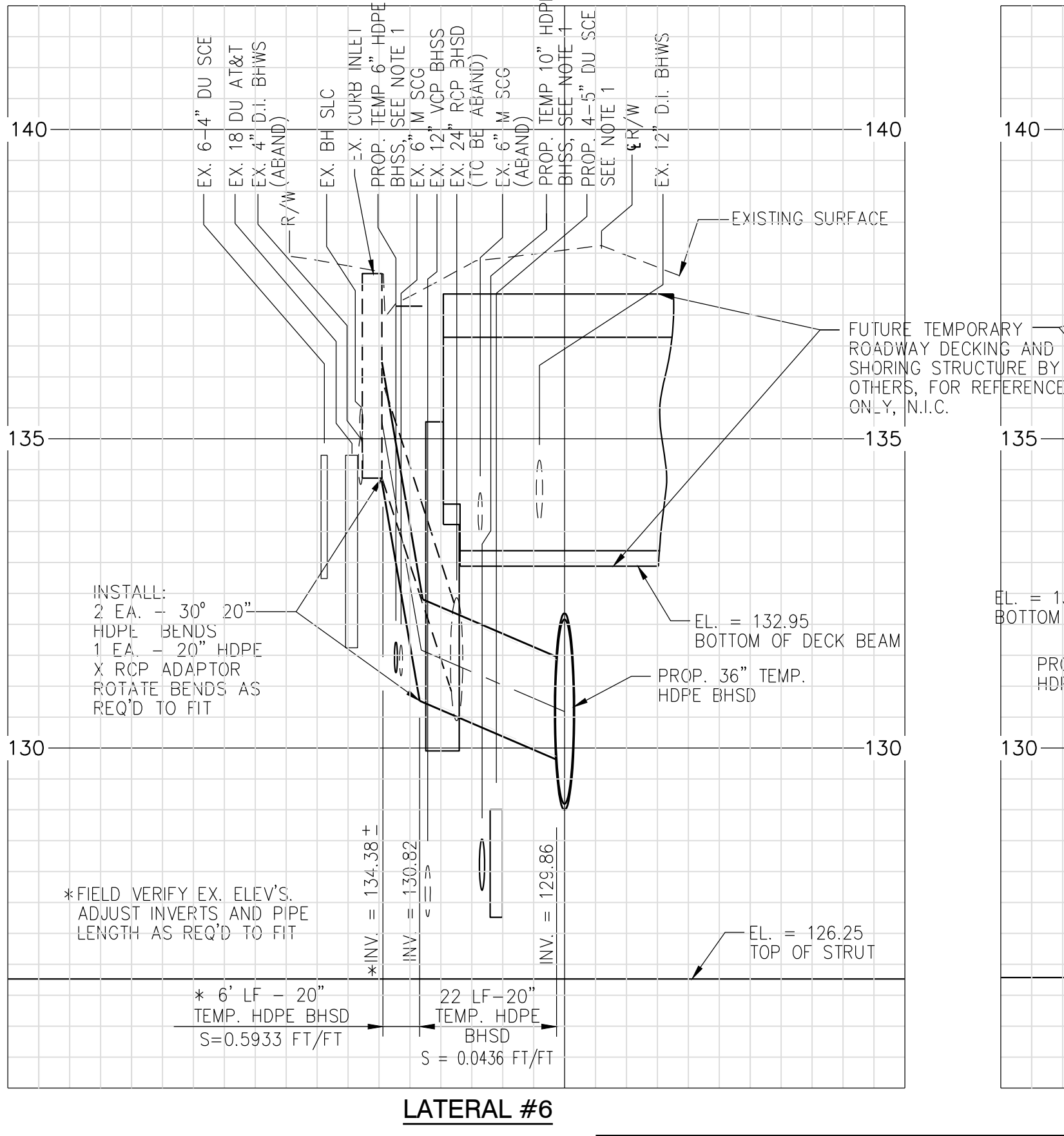
LATERAL #2



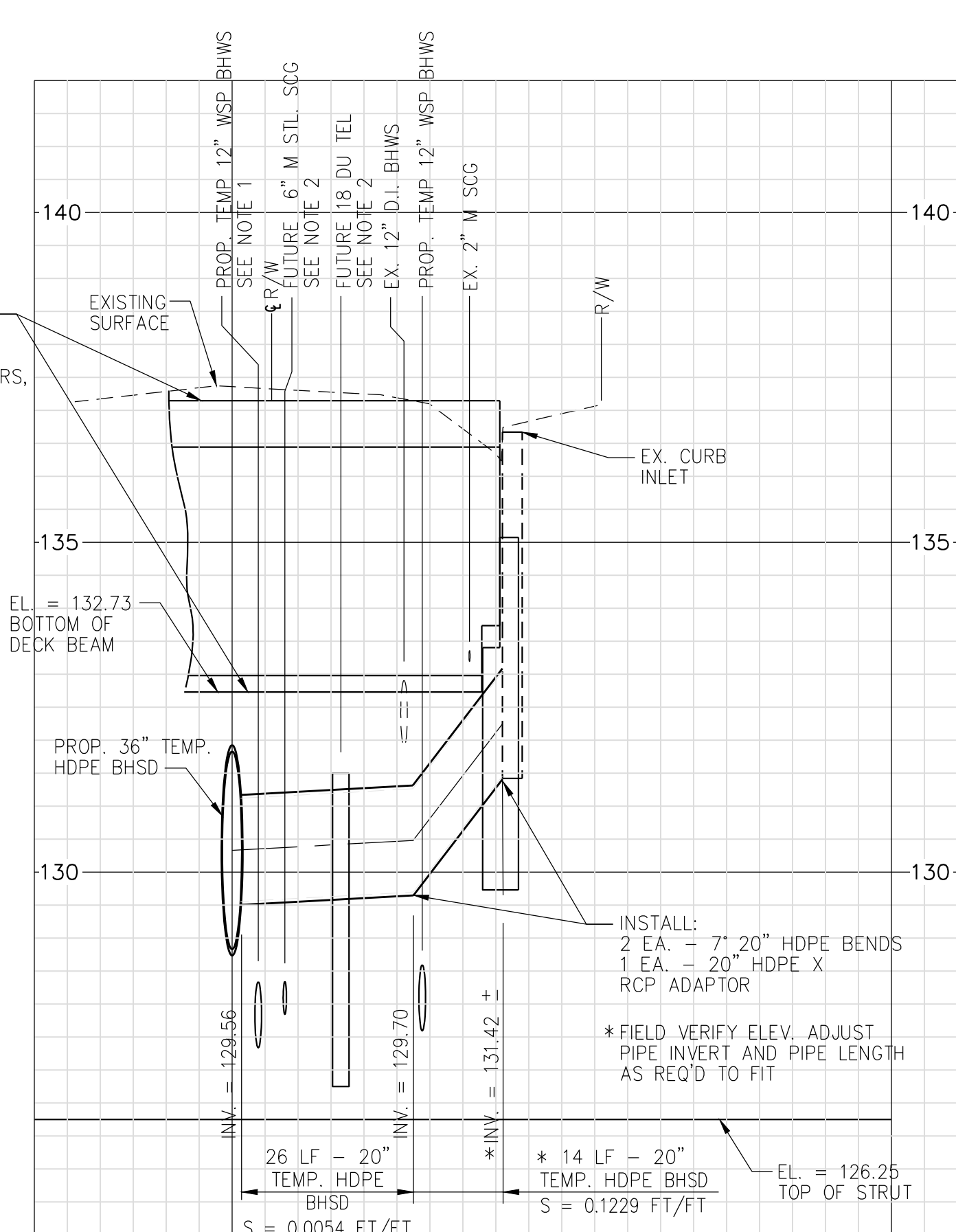
LATERAL #5



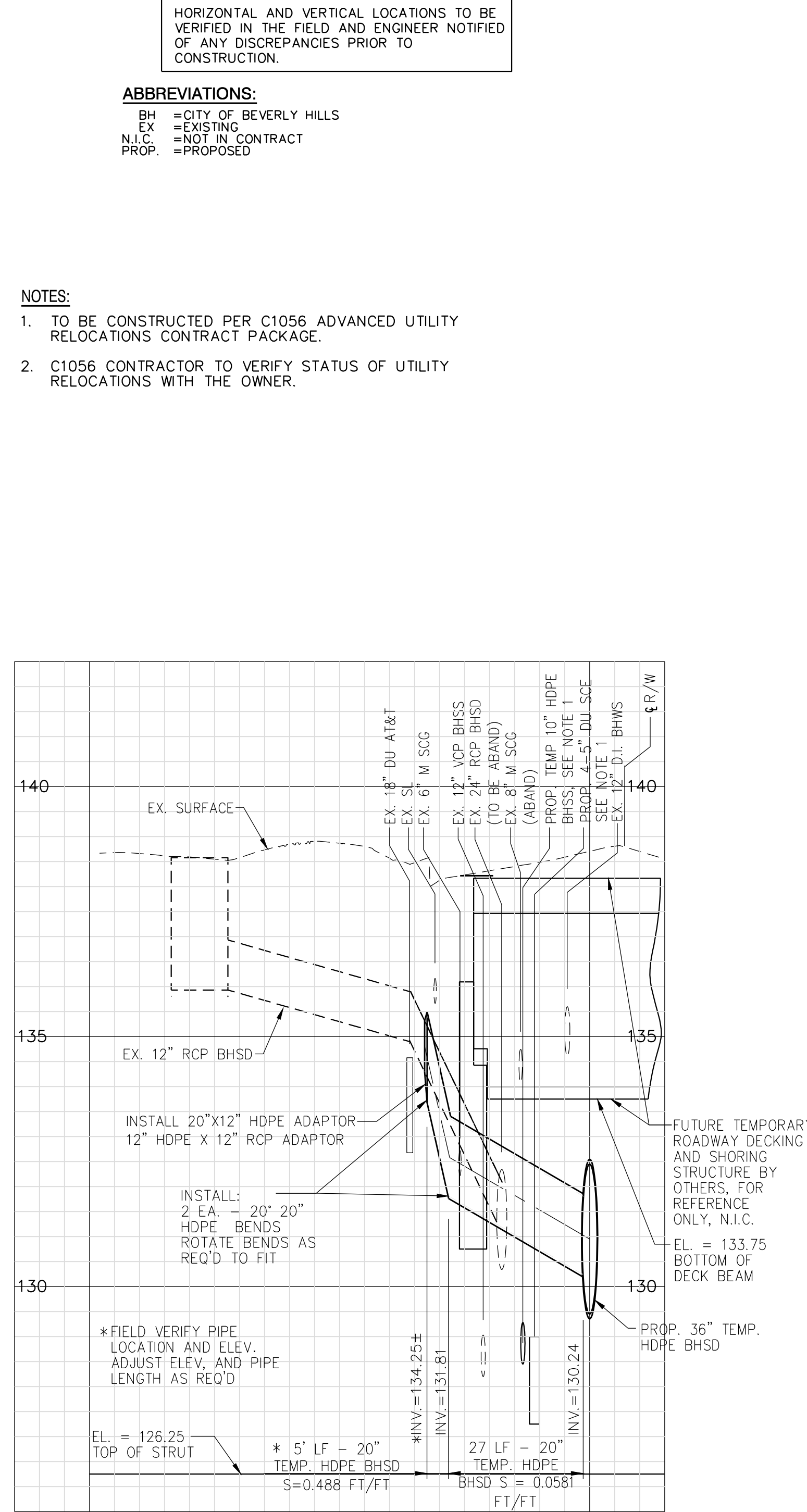
LATERAL #3



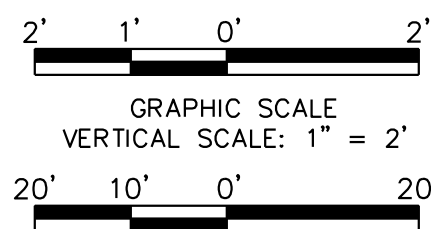
LATERAL #6



LATERAL #7



LATERAL #8



SCALE: AS SHOWN			
F.B. NO.	F.B. NO.	PAGE	TO
DESIGNED	G. MUNSON	DATE	02/07/14
DRAWN	S. SIRKATOVA	DATE	02/07/14
CHECKED	Z. MUDAR	DATE	02/07/14
DATE	2/21/14	ISSUED FOR SOLICITATION	ZM
REVISION		BY	

C1056 AUR CONTRACT DRAWING NO. UD-103	
PROJECT: BEVERLY HILLS	
WESTSIDE SUBWAY EXTENSION	
ADVANCED UTILITY RELOCATIONS	
WILSHIRE / LA CIENEGA STATION	
TEMPORARY STORM DRAIN RELOCATION	
PLAN AND PROFILE	
LATERAL # 2, 3, 4, 5, 6, 7 & 8	
SUBMITTED	DATE
APPROVED	DATE
CITY ENGINEER	
JOB NO. 1335	DRAWING NO. 7443
SHEET 45 OF 76 SHEET	
CITY OF BEVERLY HILLS, CALIFORNIA	
CIVIL ENGINEERING DEPARTMENT	



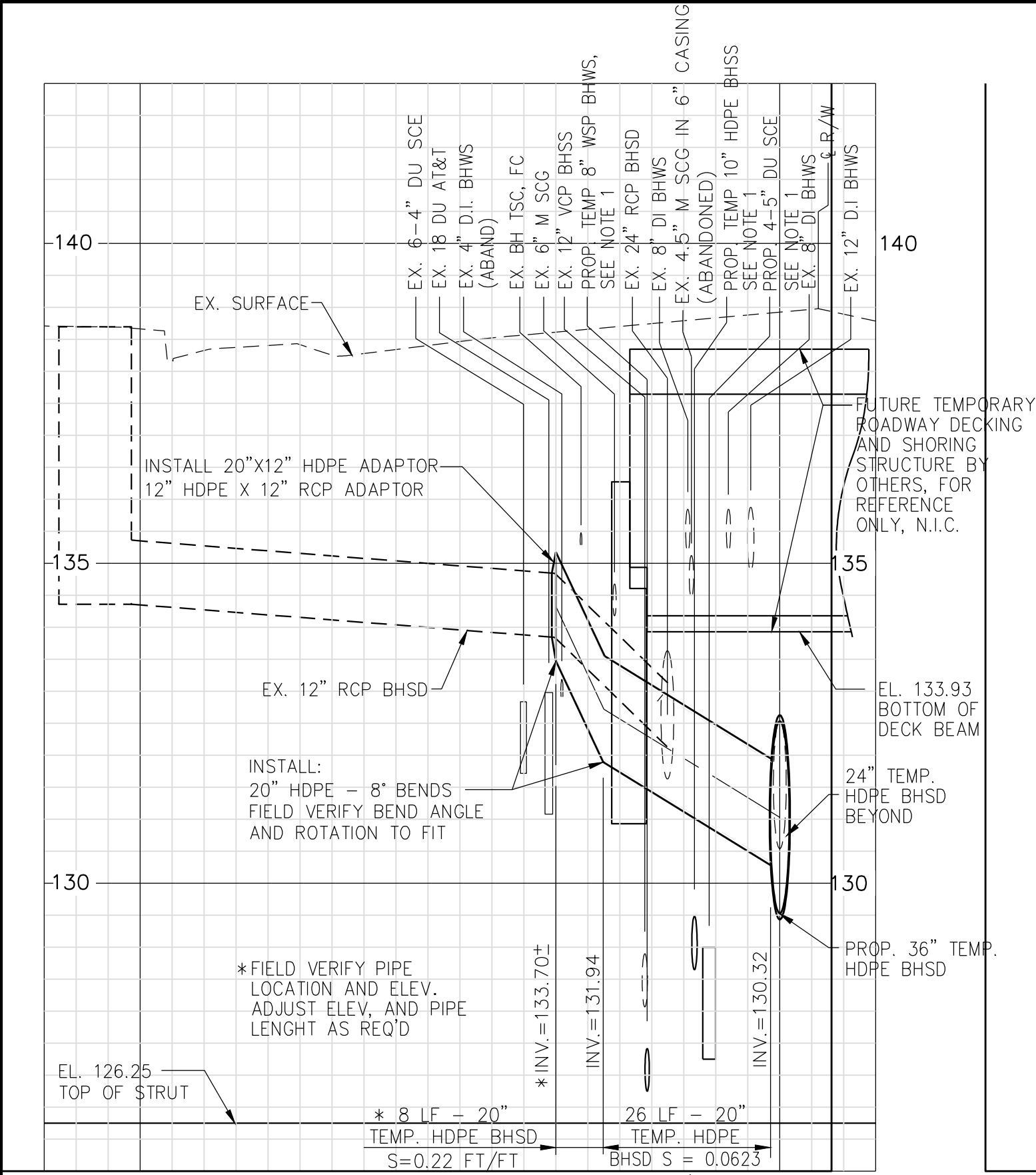
LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

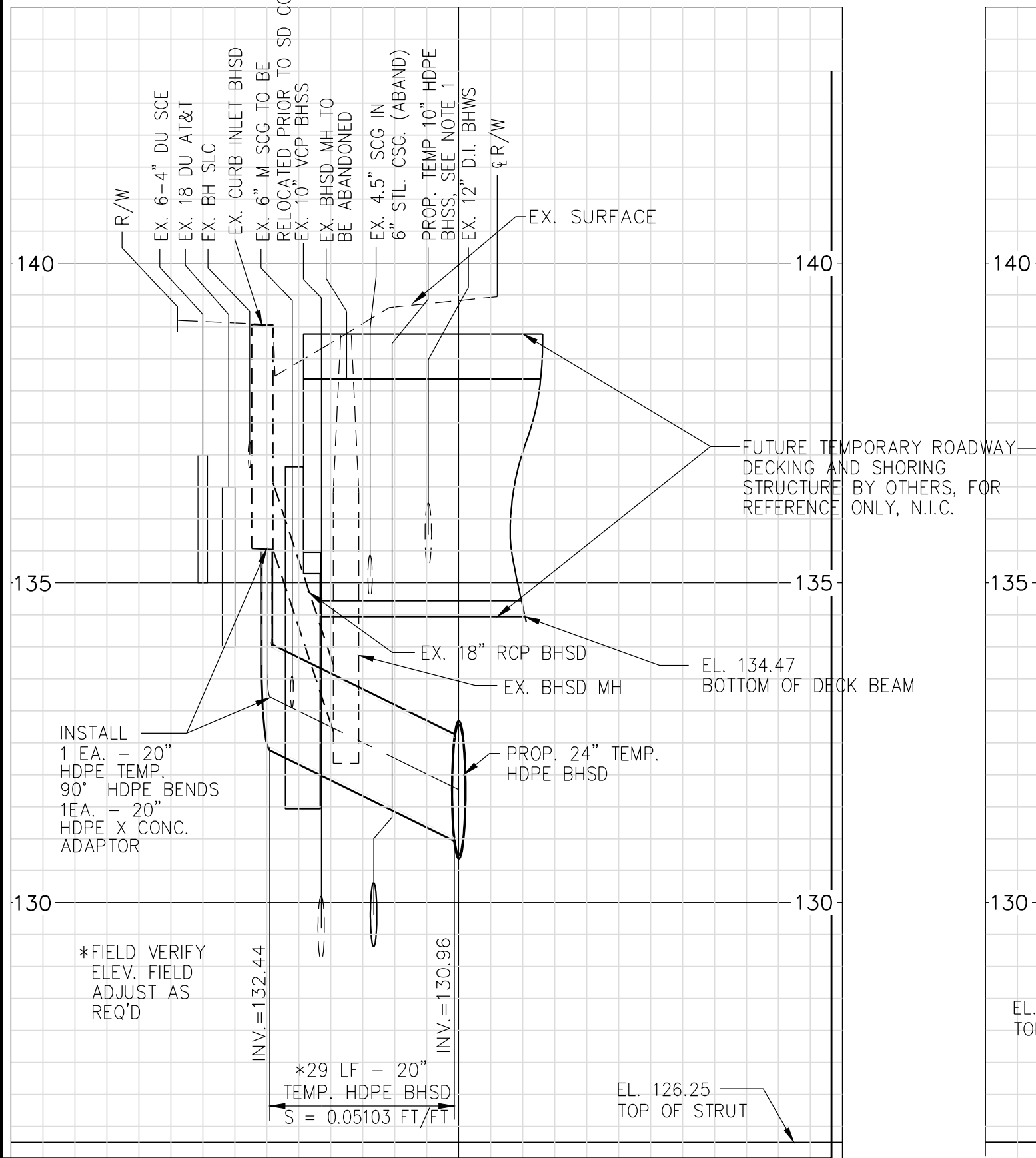
PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE

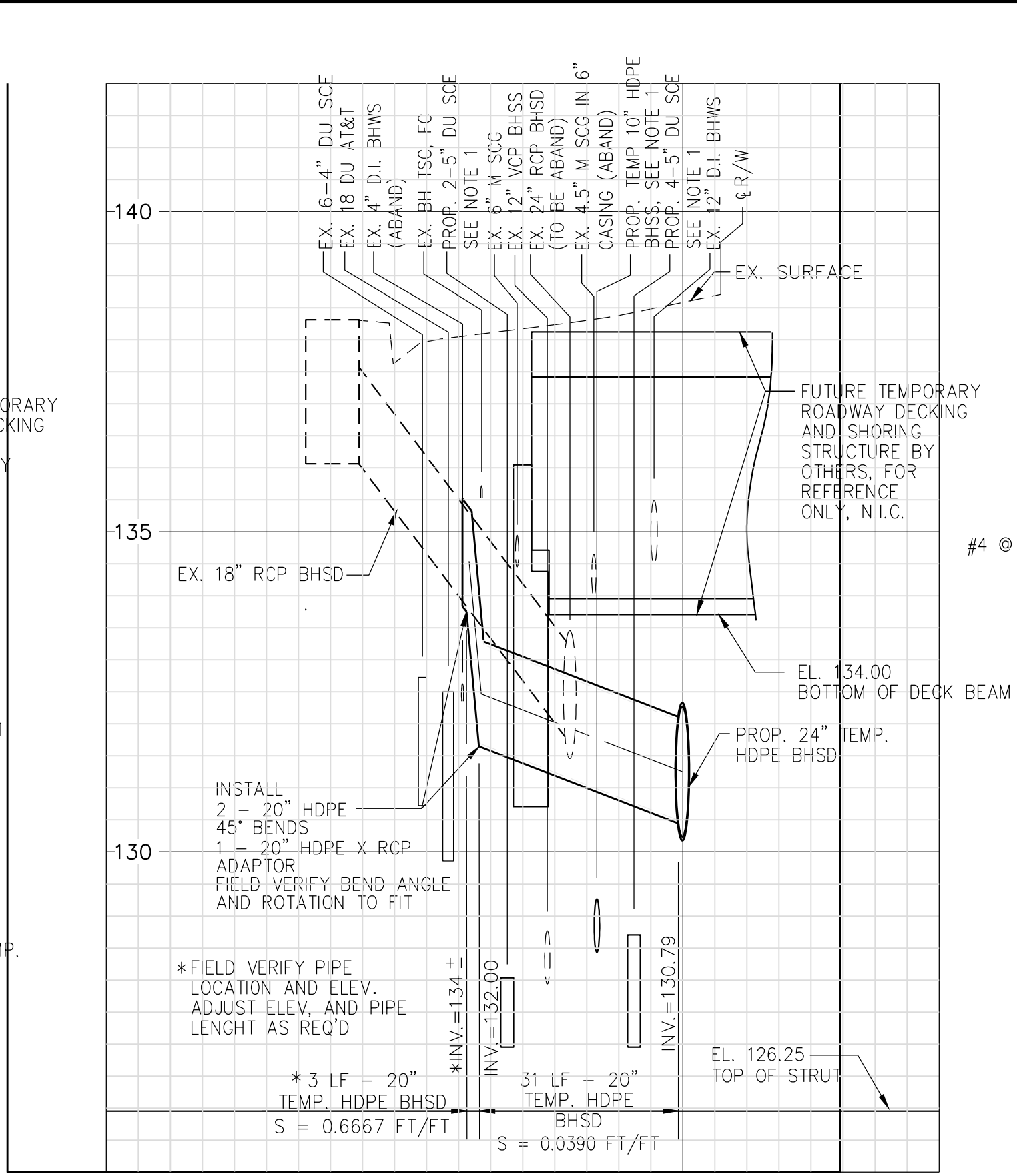




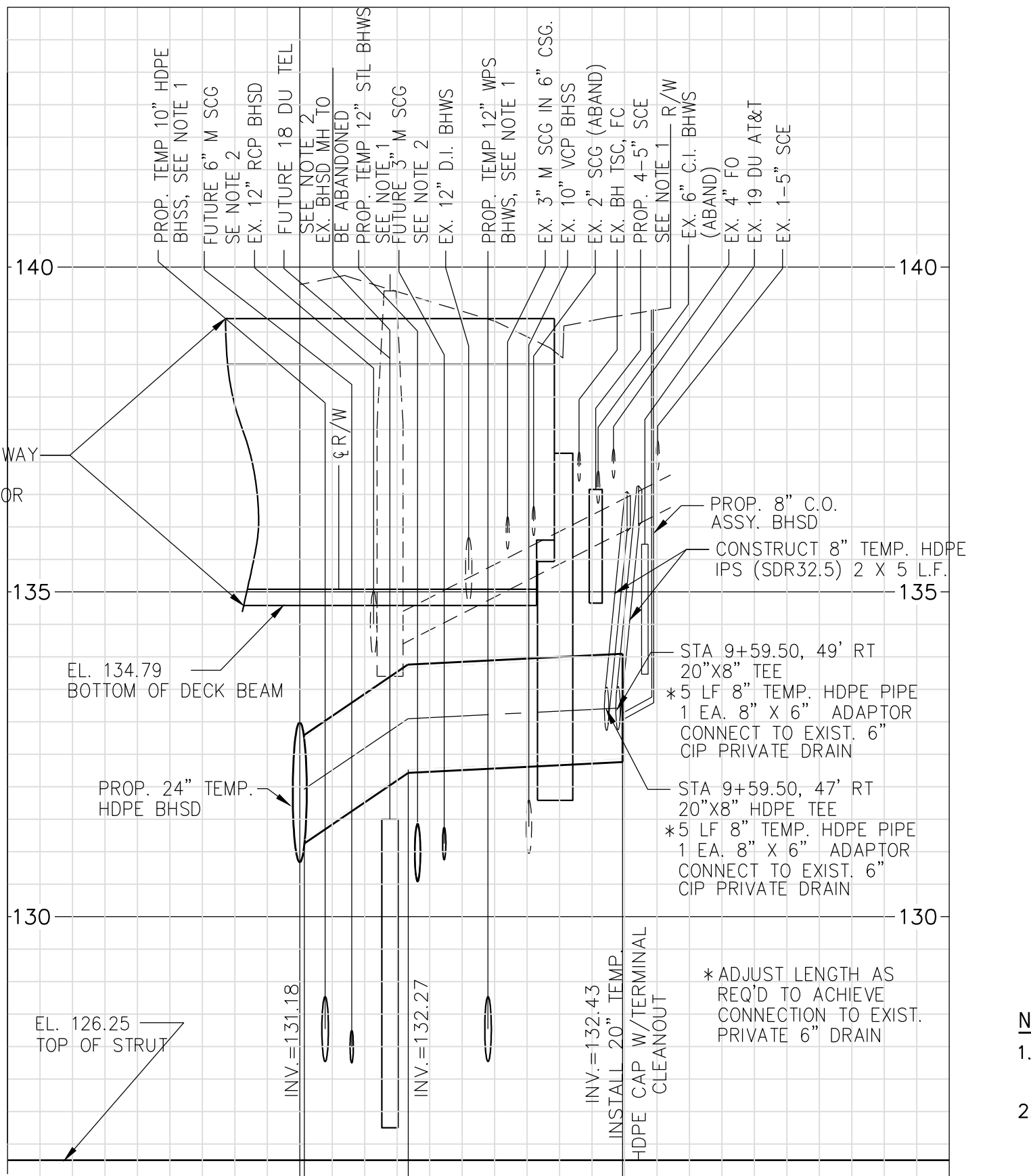
LATERAL #9



LATERAL #11



LATERAL #10



LATERAL #12

NOTES:

1. TO BE CONSTRUCTED PER C1056 ADVANCED UTILITY RELOCATIONS CONTRACT PACKAGE.
2. C1056 CONTRACTOR TO VERIFY STATUS OF UTILITY RELOCATIONS WITH THE OWNER.



Metro

PARSONS  
BRINCKERHOFF

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

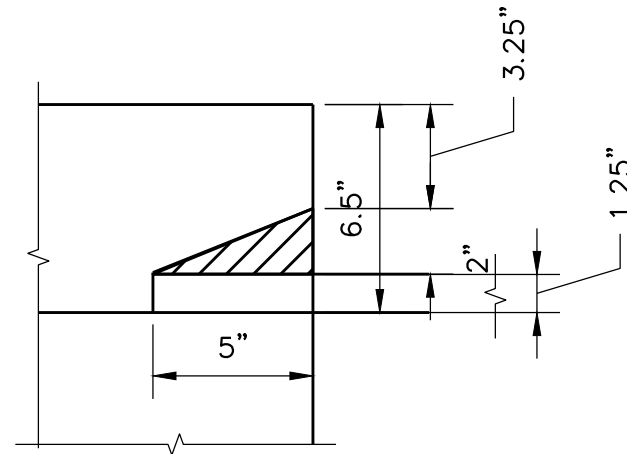
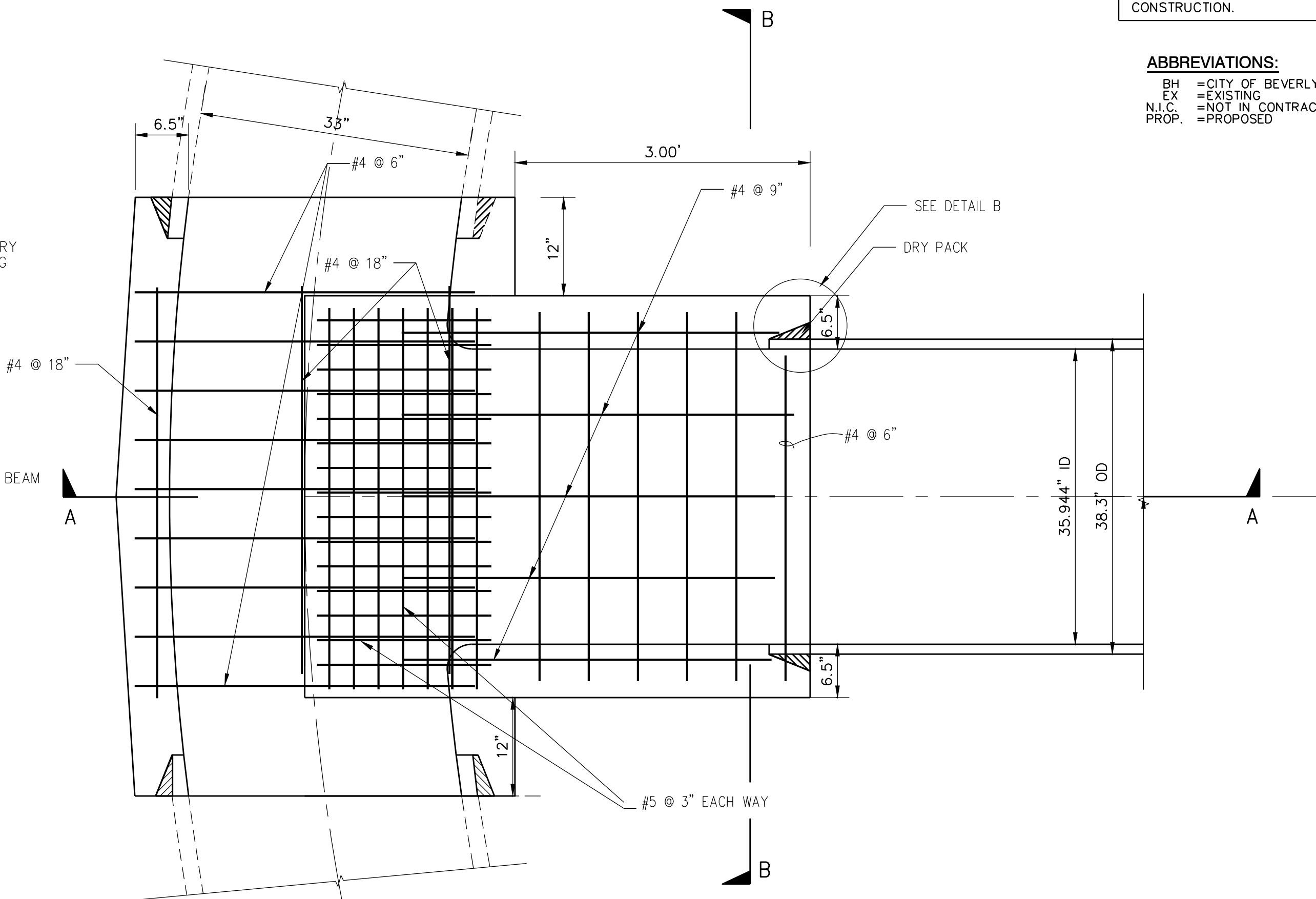
NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE



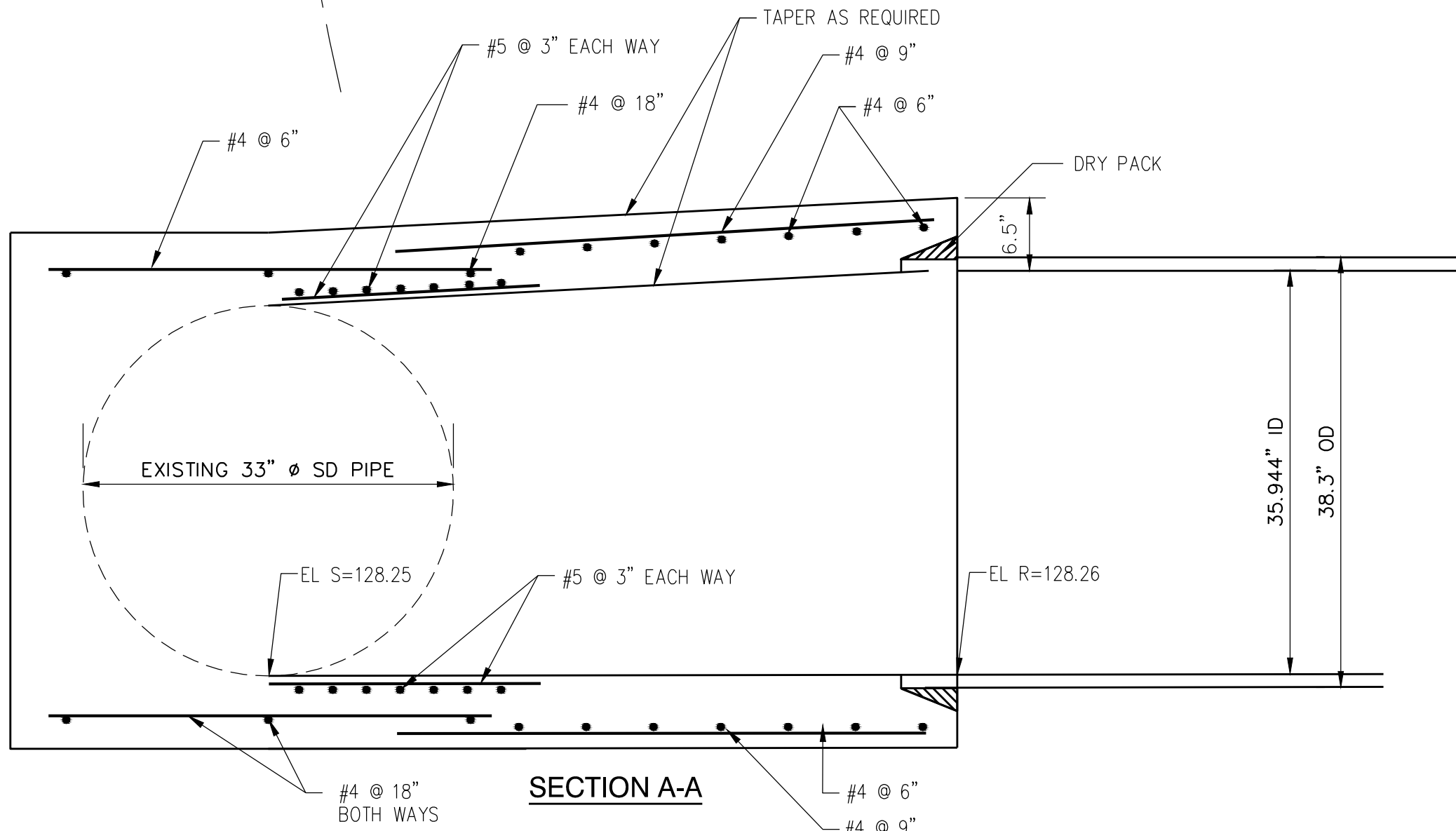
HORIZONTAL AND VERTICAL LOCATIONS TO BE  
VERIFIED IN THE FIELD AND ENGINEER NOTIFIED  
OF ANY DISCREPANCIES PRIOR TO  
CONSTRUCTION.

ABBREVIATIONS:

BH =CITY OF BEVERLY HILLS  
EX =EXISTING  
N.I.C. =NOT IN CONTRACT  
PROP. =PROPOSED

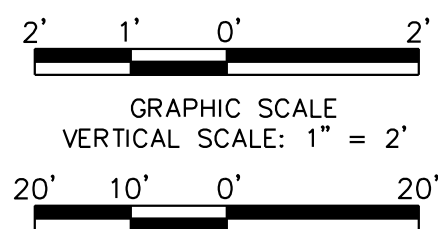


DETAIL B  
NOT TO SCALE



DETAIL A

SCALE: 1"=1'-0"



GRAPHIC SCALE  
VERTICAL SCALE: 1" = 2'

GRAPHIC SCALE  
HORIZONTAL SCALE: 1" = 20'

SCALE: AS SHOWN

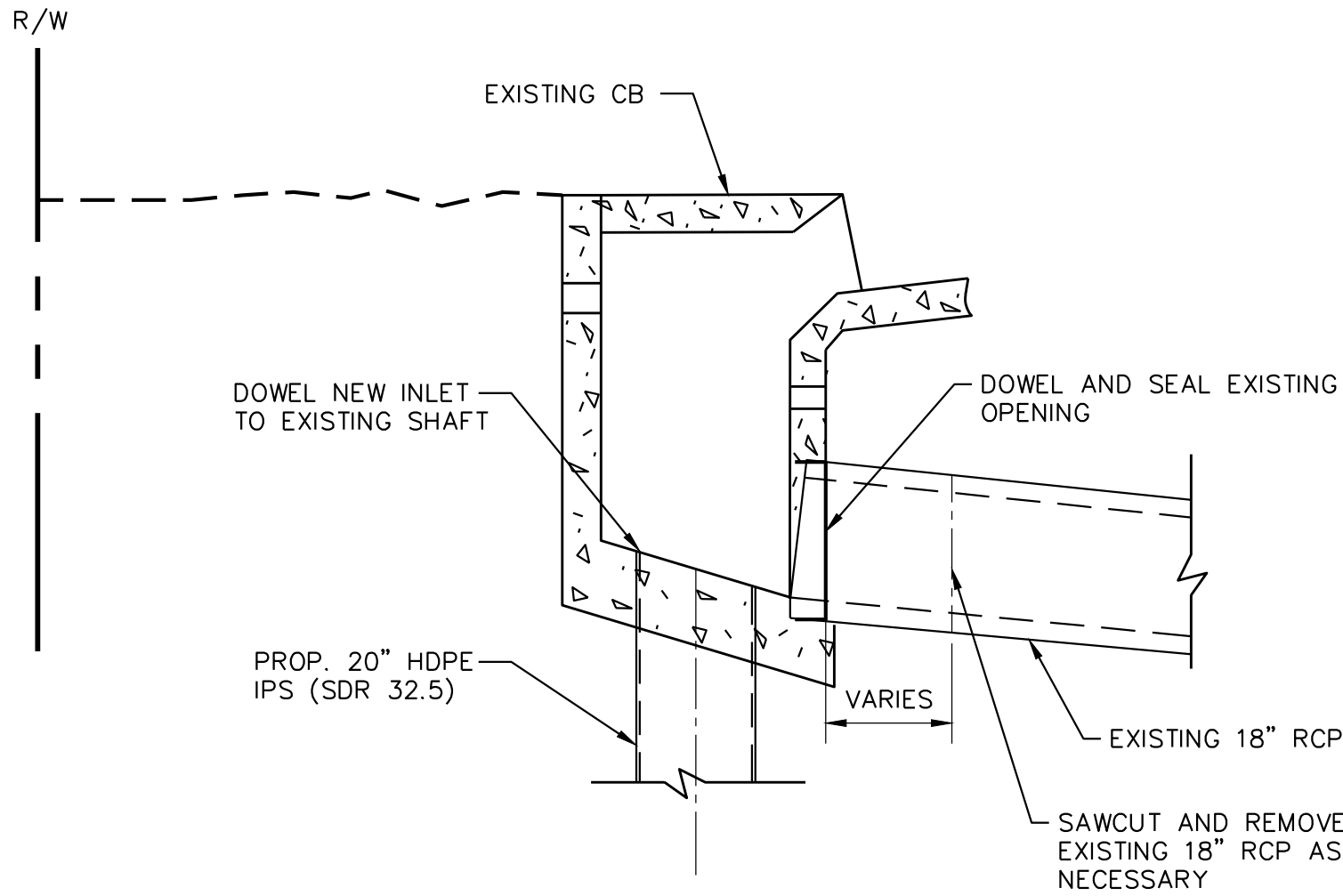
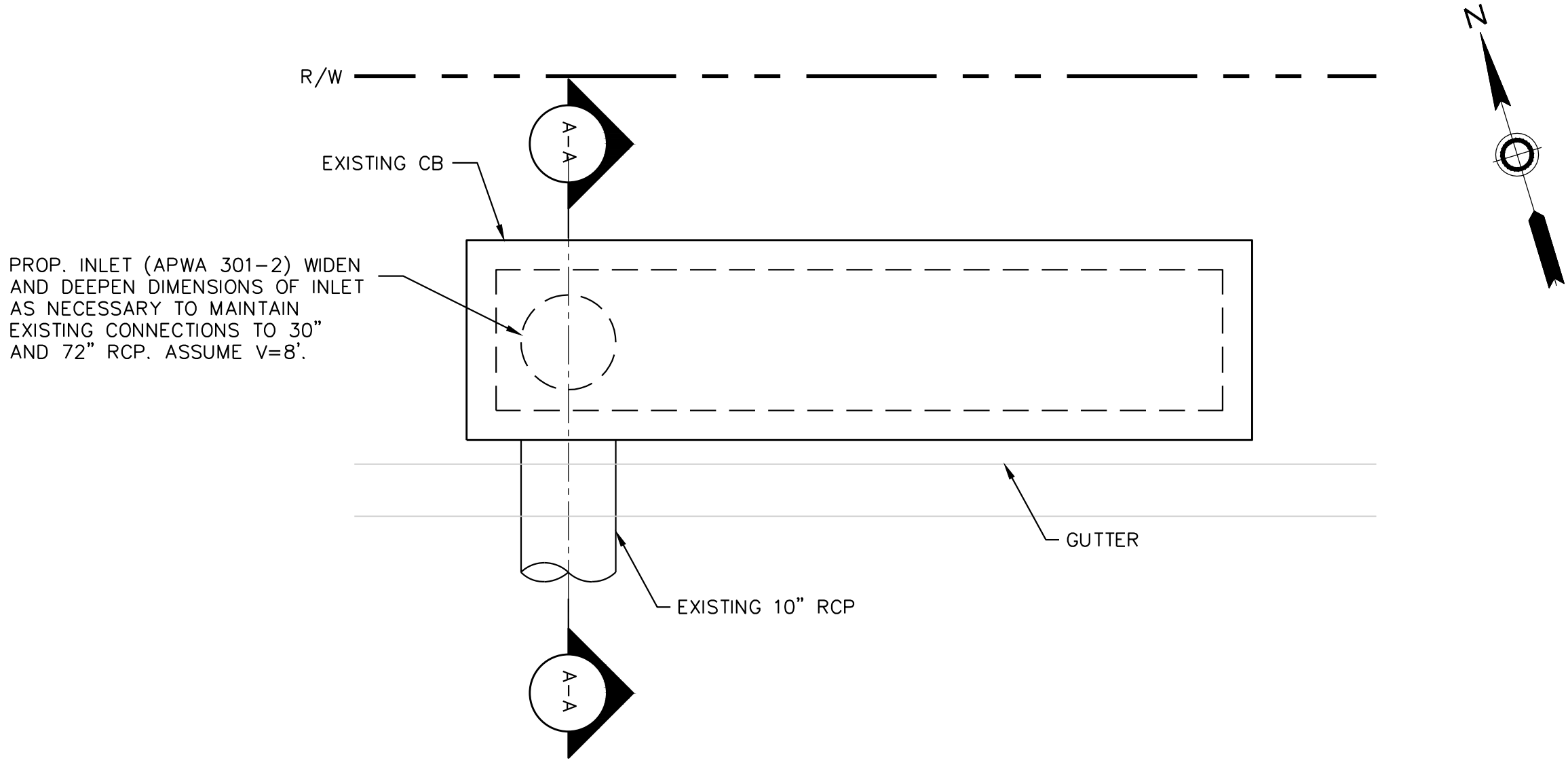
F.B. NO.	F.B. NO.	PAGE	TO
DESIGNED G. MUNSON	DATE	02/07/14	
DRAWN S. SIRKATOVA	DATE	02/07/14	
CHECKED Z. MUDAR	DATE	02/07/14	
DATE	REVISION	BY	

C1056 AUR CONTRACT DRAWING NO. UD-104

PROJECT: BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE / LA CIENEGA STATION  
TEMPORARY STORM DRAIN RELOCATION  
PLAN AND PROFILE  
LATERAL # 9, 10, 11, & 12

SUBMITTED	DATE
APPROVED	DATE
JOB NO. 1335	DRAWING NO. 7443
	SHEET 46 OF 76 SHEET
CITY OF BEVERLY HILLS, CALIFORNIA CIVIL ENGINEERING DEPARTMENT	

HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.



DETAIL C



Metro

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE



SCALE: AS SHOWN			
F.B. NO.	F.B. NO.	PAGE	TO
DESIGNED	G. MUNSON	DATE	02/07/14
DRAWN	O. RODRIGUEZ	DATE	02/07/14
CHECKED	Z. MUDAR	DATE	02/07/14
DATE	2/21/14	ISSUED FOR SOLICITATION	ZM
DATE		REVISION	BY

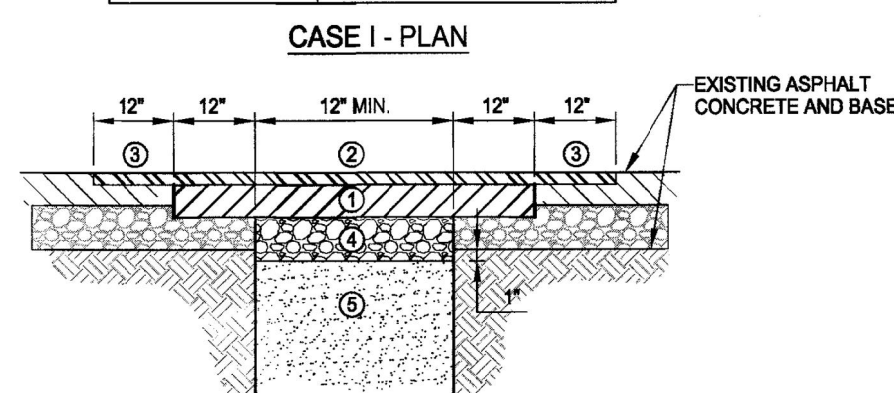
C1056 AUR CONTRACT DRAWING NO. UD-105

PROJECT: BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS

WILSHIRE / LA CIENEGA STATION  
TEMPORARY STORM DRAIN RELOCATION  
DROP MANHOLE DETAIL

SUBMITTED		DATE	
APPROVED		DATE	
CITY ENGINEER			
JOB NO.	1335	DRAWING NO.	7443
		SHEET	47 OF 76
CITY OF BEVERLY HILLS, CALIFORNIA CIVIL ENGINEERING DEPARTMENT			





TYPES OF STREETS	DEPTH	ASPHALT CONCRETE
LOCAL RESIDENTIAL STREETS	1"	TYPE D2, PG-64-10
STREET WITH ASPHALT RUBBER AGGREGATE MEMBRANE (A.R.A.M.)	1"	TYPE D2, PG-64-10
COLLECTOR/MAJOR STREETS	1-1/2"	TYPE C2, PG-64-10

### PAVEMENT REPLACEMENT SECTION - CASE I

3. A. THE LIMITS OF THE RESTORATION SHALL BE A RECTANGULAR AREA EXTENDING A MINIMUM OF 12" BEYOND THE OUTER EDGE OF THE WIDEST PORTION OF THE T-SECTION. THE LIMITS SHALL BE SAWCUT AFTER BACKFILL OF TRENCH IS COMPLETED. THE EXISTING A.C. SHALL BE REMOVED TO A DEPTH EQUAL TO THE THICKNESS OF THE WEARING COURSE. REMOVAL BY COLD MILLING OR PNEUMATIC HAMMER IS ACCEPTABLE. IF THE REMOVALS ARE LESS THAN 5" APART OR LESS THAN 2" FROM A CONCRETE CURB, GUTTER OR CROSS GUTTER, THE RESTORATION SHALL BE CONTINUOUS BETWEEN EXCAVATIONS AND/OR THE EDGE OF THE CONCRETE.
4. CONSTRUCT NEW CRUSHED AGGREGATE BASE TO MATCH EXISTING THICKNESS OR 4" THICKNESS, WHICHEVER IS GREATER. COMPACT TO 95% OR RELATIVE DENSITY.
5. TRENCH BACKFILL SHALL BE EITHER:
  - A. NATIVE MATERIAL OR IMPORTED SOIL (IF NATIVE IS UNSUITABLE)
  - B. CRUSHED AGGREGATE BASE
  - C. TWO SACK CEMENT SAND SLURRY

COMPACTION TEST (USING CITY APPROVED METHOD) ARE REQUIRED UNLESS SLURRY OR CRUSHED AGGREGATE BASE IS USED.

6. SAWCUTTING WILL BE REQUIRED AROUND THE PERIMETER OF THE FINAL EDGE OF ALL EXCAVATIONS TO PROVIDE CLEAN, STRAIGHT, VERTICAL SIDES.
7. T-SECTIONS ARE 12" WIDE AS MEASURED FROM THE FINAL EDGE OF TRENCH (AFTER SLURRING).
8. ALL TRAFFIC STRIPING AND/OR MARKINGS REMOVED BY RESTORATION WORK SHALL BE REPLACED.
9. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK").
10. CONTRACTOR SHALL HAVE A VALID CLASS "A" OR "C12" CALIFORNIA CONTRACTOR'S LICENSE.

### PAVEMENT REPLACEMENT SECTION - CASE I

CONCRETE THICKNESS	SIZE AND SPACING	EMBEDMENT
6"	#4 @ 16" O.C.	4"
8"	#5 @ 16" O.C.	6"
10"	#6 @ 16" O.C.	8"

## PAVEMENT REPLACEMENT SECTION - CASE II

[illegible]

CONCRETE THICKNESS	SIZE AND SPACING	EMBEDMENT
6"	#4 @ 16" O.C.	4"
8"	#5 @ 16" O.C.	6"
10"	#6 @ 16" O.C.	8"

### PAVEMENT REPLACEMENT SECTION - CASE III

MANHOLE FRAME PER  
BH STD. DRAWING 208

PREFCAST  
CONCRETE (TYP.)

2'-0" D.

6"

SURFACE OF GROUND OR PAVEMENT

4'-0" D.

3'-0"

3'-9"

5'-6" D.

PIPE DIA.  
VARIABLE  
(TYP.)

SECTION A-A

SECTION B-B

SLOPE SHELFL  
1" PER 1"

SECTION L-M

NOTES:

1. MANHOLE SHALL BE CONSTRUCTED USING PRE-CAST CONCRETE BARRELS, CONES (CONCENTRIC OR ECCENTRIC), AND PRE-CAST CONCRETE GRADE RINGS.
2. PRECAST UNITS SHALL BE ASSEMBLED USING CLASS "B" MORTAR.
3. THE DEPTH OF THE CHANNEL SHALL BE THE FULL DIAMETER OF THE PIPE.
4. IF DEPTH OF SEWER INVERT FROM THE RIM IS LESS THAN 6 FEET, THE HEIGHT OF THE MANHOLE ABOVE THE LINE L-M IS TO BE 3 FEET AND THE HEIGHT BELOW LINE L-M WILL THEN BECOME VARIABLE.

### JUNCTION CHAMBER "G"

**DIAL ALERT**

**DIAL TOLL FREE**  
**1-800-422-4133**

**AT LEAST TWO DAYS**  
**BEFORE YOU DIG**

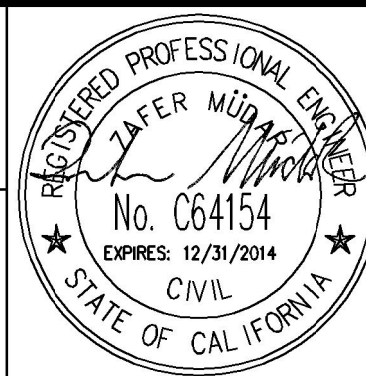
**UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA**

PROJECT: BEVERLY HILLS  
**WESTSIDE SUBWAY EXTENSION**  
**ADVANCED UTILITY RELOCATIONS**  
WILSHIRE / LA CIENEGA STATION  
STORM DRAIN STANDARD DETAILS:  
SHEET 1 OF 2

SUBMITTED _____	DATE _____
APPROVED _____	DATE _____
CITY ENGINEER _____	
JOB NO. <u>1335</u>	DRAWING NO. <u>7443</u>
	SHEET <u>48</u> OF <u>76</u> SHEET
<b>CITY OF BEVERLY HILLS, CALIFORNIA</b> CIVIL ENGINEERING DEPARTMENT	

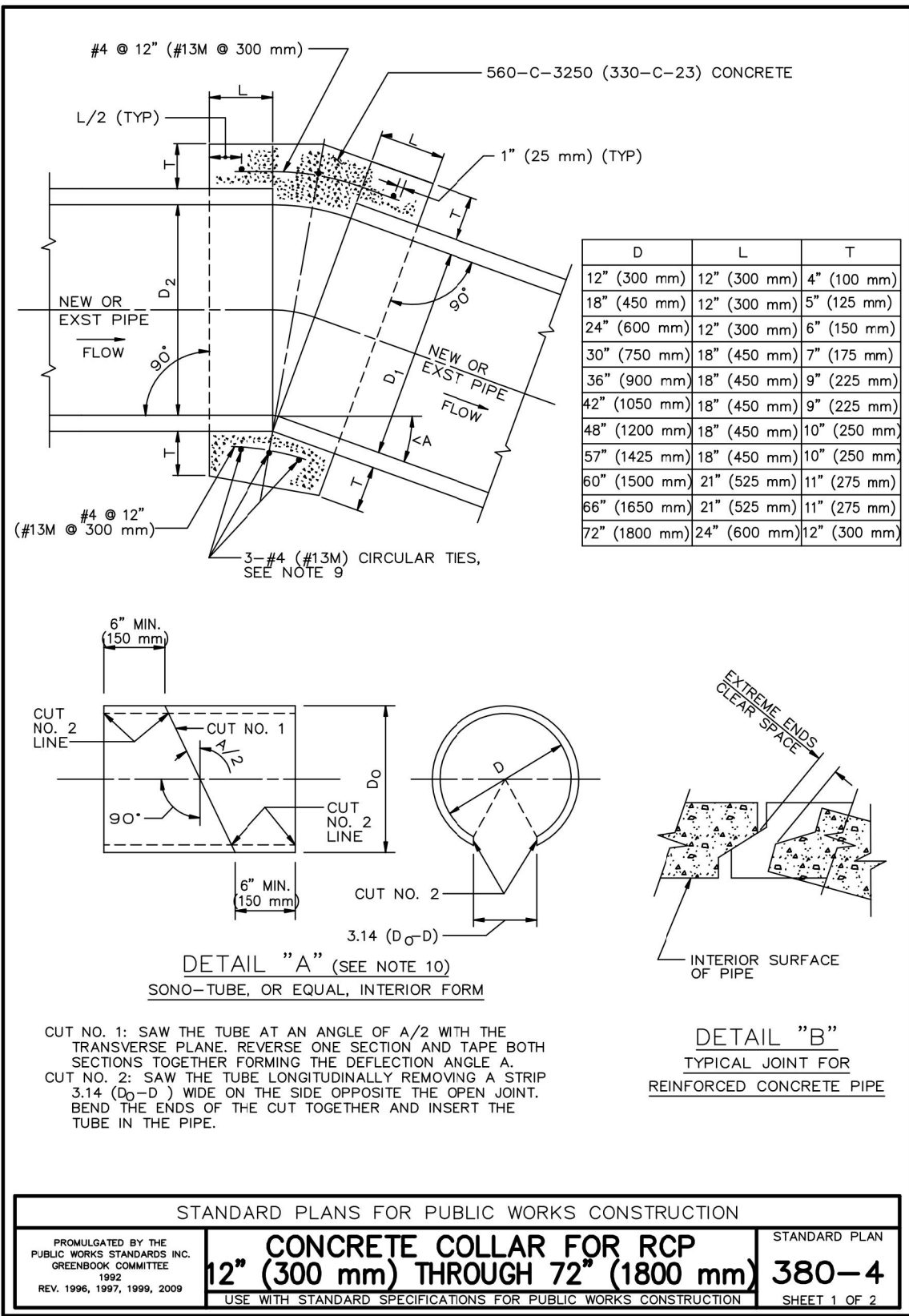


NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE



SCALE: AS SHOWN			
F.B. NO.	F.B.NO.	PAGE --	TO --
DESIGNED	G. MUNSON	DATE	02/07/14
DRAWN	S. SIRKATOVA	DATE	02/07/14
CHECKED	Z. MUDAR	DATE	02/07/14
2/21/14	ISSUED FOR SOLICITATION		ZM
DATE	REVISION		BY

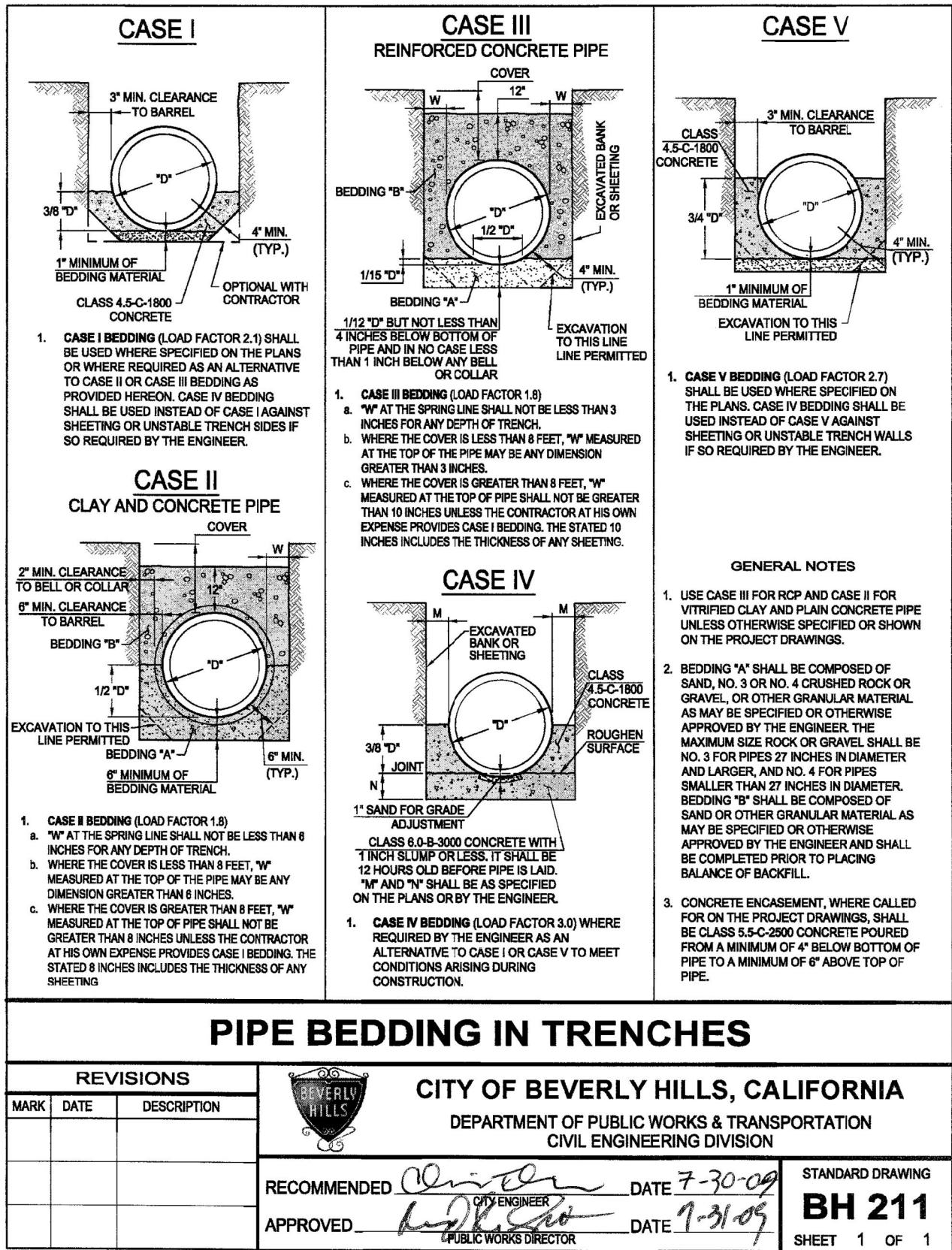




#### NOTES

- A CONCRETE COLLAR IS REQUIRED WHERE THE CHANGE IN GRADE EXCEEDS 10%.
  - FOR CURVE JOINTS (SEE DETAIL B, SHEET 1)  
IF THE EXTREME ENDS OF THE PIPE LEAVE A CLEAR SPACE THAT IS GREATER THAN 1" (25 mm), BUT IS LESS THAN 3" (75 mm) A CONCRETE COVER IS REQUIRED IN ACCORDANCE WITH SSPWC 306-1.2.4.  
IF THE EXTREME ENDS OF THE PIPE LEAVE A CLEAR SPACE THAT IS EQUAL TO OR GREATER THAN 3" (75 mm), BUT LESS THAN 6" (150 mm), A CONCRETE COLLAR IS REQUIRED. IF THE CLEAR SPACE IS 6" (150 mm) OR GREATER, A TRANSITION STRUCTURE IS REQUIRED.
  - CONCRETE COLLAR SHALL NOT BE USED FOR A SIZE CHANGE ON THE MAIN LINE.
  - CONNECTOR PIPES  
A. WHERE PIPES OF DIFFERENT DIAMETERS ARE JOINED WITH A CONCRETE COLLAR, L AND T SHALL BE THOSE OF THE LARGER PIPE. D<sub>1</sub> OR D<sub>2</sub>, WHICHEVER IS GREATER.  
B. WHEN D<sub>1</sub> IS GREATER THAN D<sub>2</sub>, JOIN INVERTS AND WHEN D<sub>1</sub> IS GREATER THAN D<sub>2</sub>, JOIN SOFFITS.
  - FOR PIPE LARGER THAN 72" (1800 mm) SPECIAL COLLAR DETAILS ARE REQUIRED.
  - FOR PIPE SIZE NOT LISTED USE NEXT SIZE LARGER.
  - REINFORCEMENT SHALL CONFORM TO ASTM A 615 (A 615 M) GRADE 40 (300).
  - WHERE REINFORCING IS REQUIRED THE DIAMETER OF THE CIRCULAR TIES SHALL BE D+(2X WALL THICKNESS) + T.
  - REINFORCING SHALL BE USED WHERE THE PIPE DIAMETER IS GREATER THAN 21" (525 mm) AND ON ALL PIPES WHERE THE SPACES BETWEEN THE EXTREME OUTER ENDS IS 3" (75 mm) OR LARGER.
- CIRCULAR TIES:
- | PIPE DIAMETER                  | NO. OF CIRCULAR TIES |
|--------------------------------|----------------------|
| 21" (525 mm) OR LESS           | 3                    |
| 24" (600 mm) TO 30" (750 mm)   | 3                    |
| 33" (825 mm) TO 57" (1425 mm)  | 4                    |
| 60" (1500 mm) TO 72" (1800 mm) | 5                    |
- WHERE THE SPACE BETWEEN PIPE ENDS EXCEEDS 3" (75 mm), THE NUMBER OF CIRCULAR TIES SHALL BE INCREASED TO MAINTAIN AN APPROXIMATE SPACING OF 6" (150 mm) O.C.
10. WHERE THE PIPE IS 21" (525 mm) OR LESS IN DIAMETER AN INTERIOR FORM OF UNSEALED SONO-TUBE OR EQUAL SHALL BE USED TO PROVIDE A SMOOTH INTERIOR JOINT. THE PAPER FORM MAY BE LEFT IN PLACE (SEE DETAIL A). WHEN THE PIPE IS 24" (600 mm) OR LARGER A REMOVABLE INTERIOR FORM SHALL BE USED OR THE INTERIOR JOINT SHALL BE COMPLETELY FILLED WITH MORTAR AND NEATLY POINTED.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION			STANDARD PLAN
12" (300 mm) THROUGH 72" (1800 mm)	CONCRETE COLLAR FOR RCP		380-4
SHEET 2 OF 2			



HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.



DIAL TOLL FREE  
1-800-422-4133

AT LEAST TWO DAYS  
BEFORE YOU DIG

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

C1056 AUR CONTRACT DRAWING NO. UD-107

PROJECT: BEVERLY HILLS  
**WESTSIDE SUBWAY EXTENSION**  
**ADVANCED UTILITY RELOCATIONS**  
WILSHIRE / LA CIENEGA STATION  
STORM DRAIN STANDARD DETAILS:  
SHEET 2 OF 2

SUBMITTED DATE

APPROVED DATE

JOB NO. 1335 DRAWING NO. 7443

SHEET 49 OF 76 SHEET

CITY OF BEVERLY HILLS, CALIFORNIA  
CIVIL ENGINEERING DEPARTMENT



**PARSONS  
BRINCKERHOFF**

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

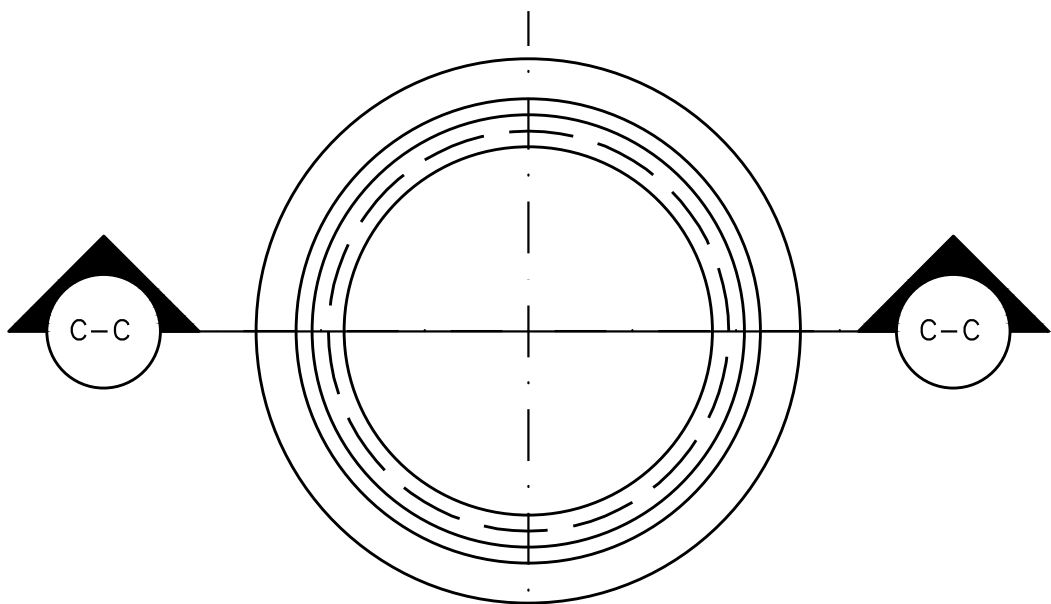
PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE

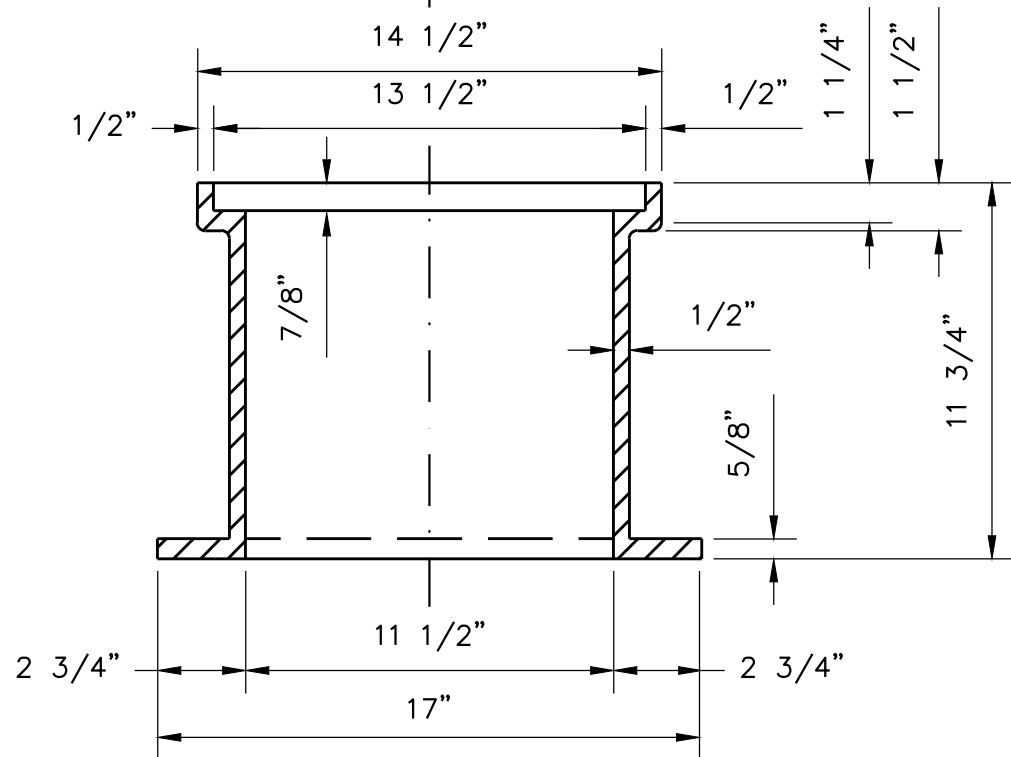


SCALE: AS SHOWN	
F.B. NO.	F.B. NO. PAGE -- TO --
DESIGNED G. MUNSON	DATE 02/07/14
DRAWN S. SIRKATOVA	DATE 02/07/14
CHECKED Z. MUDAR	DATE 02/07/14
2/21/14	ISSUED FOR SOLICITATION ZM
DATE	REVISION BY

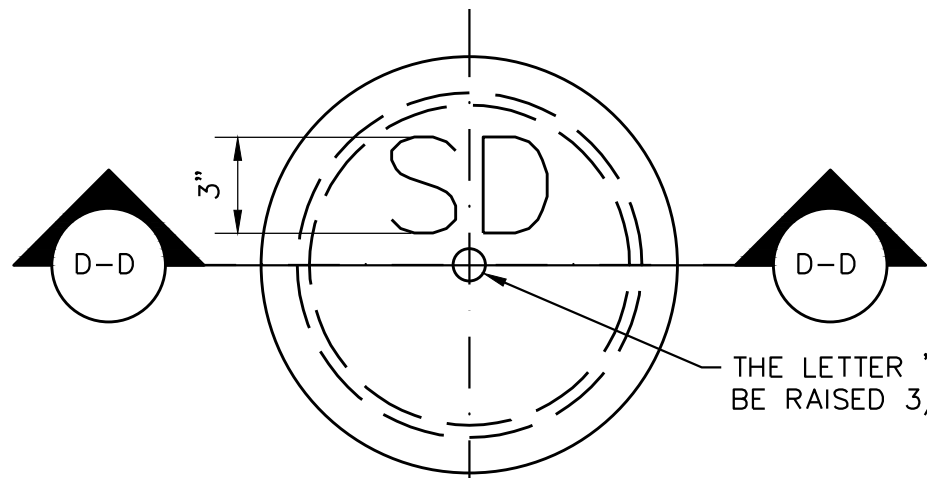
HORIZONTAL AND VERTICAL LOCATIONS TO BE  
VERIFIED IN THE FIELD AND ENGINEER NOTIFIED  
OF ANY DISCREPANCIES PRIOR TO  
CONSTRUCTION.



ACCESS FRAME

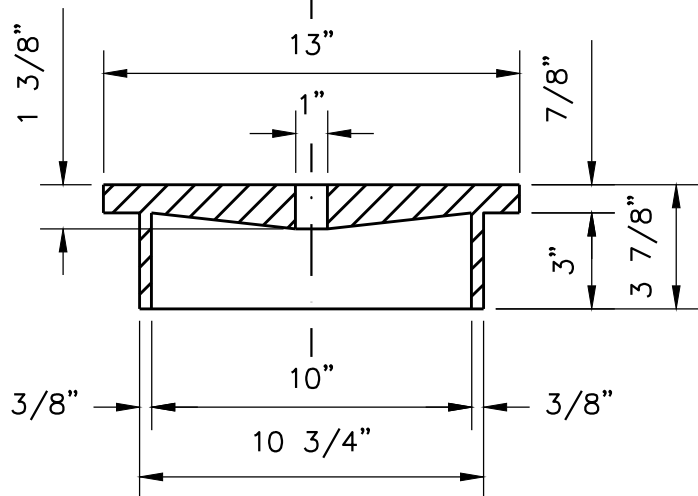


SECTION C-C

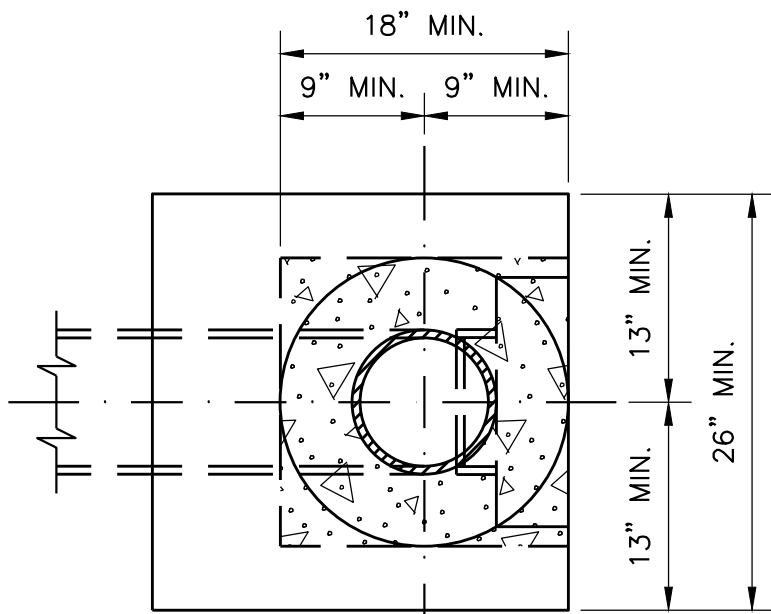


THE LETTER "S" SHALL  
BE RAISED 3/16"

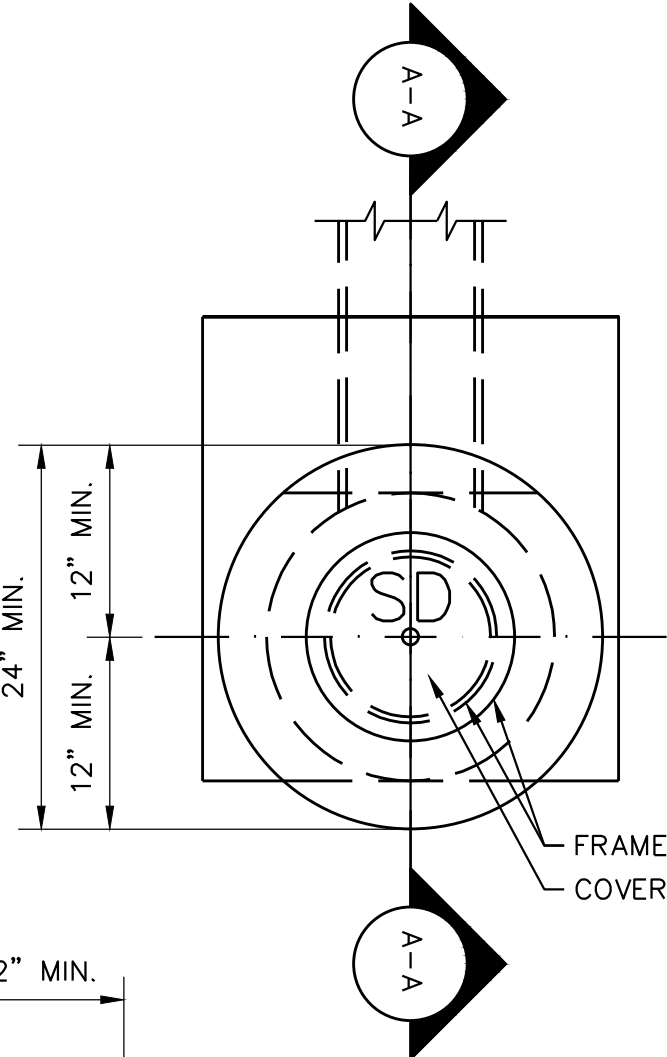
ACCESS COVER



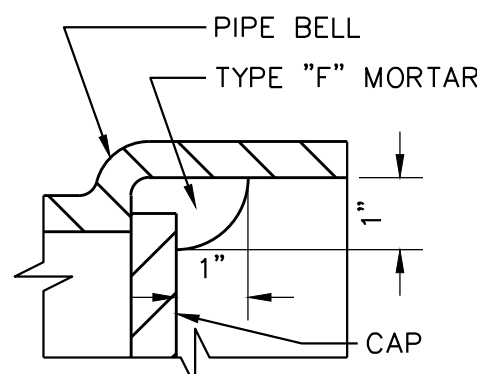
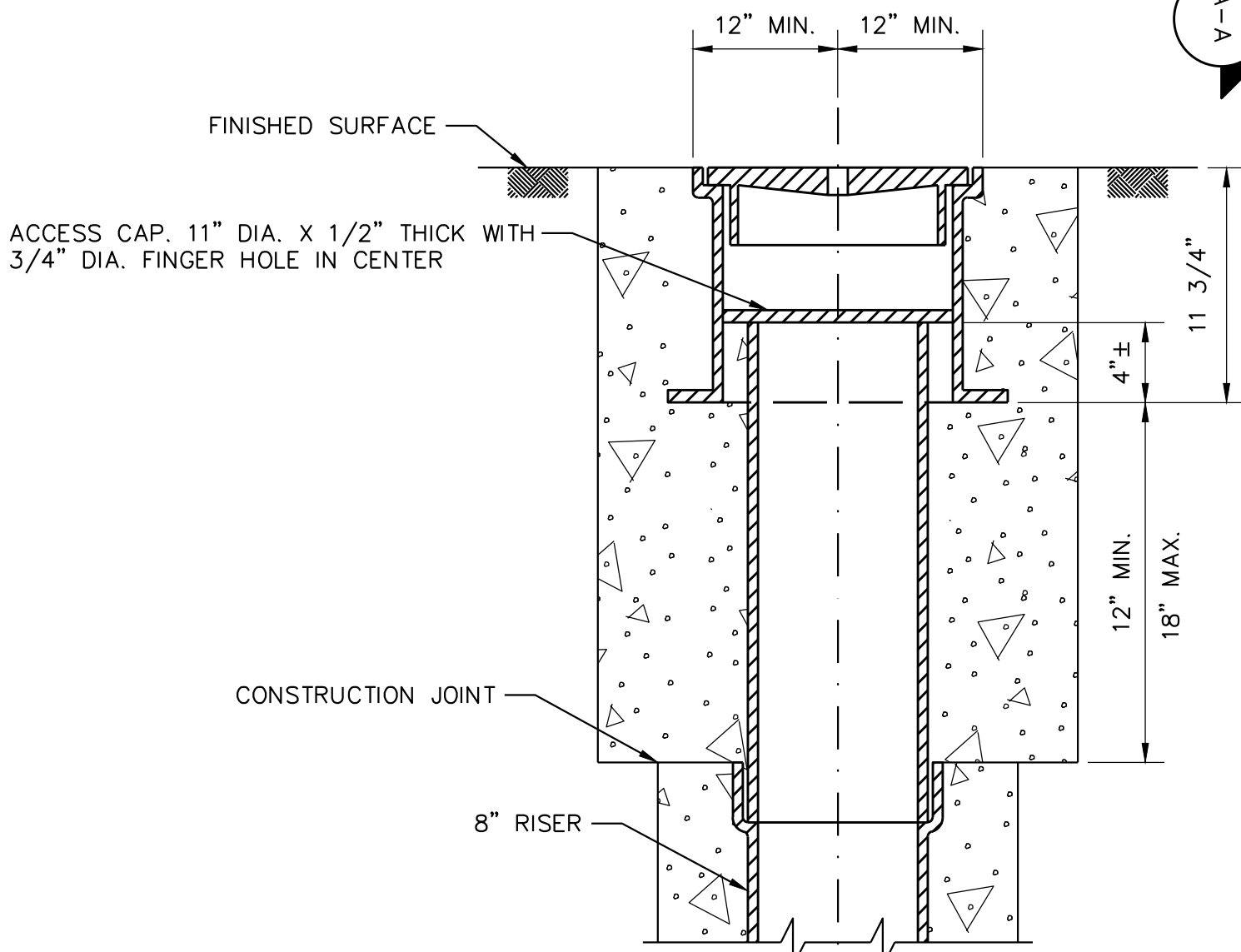
SECTION D-D



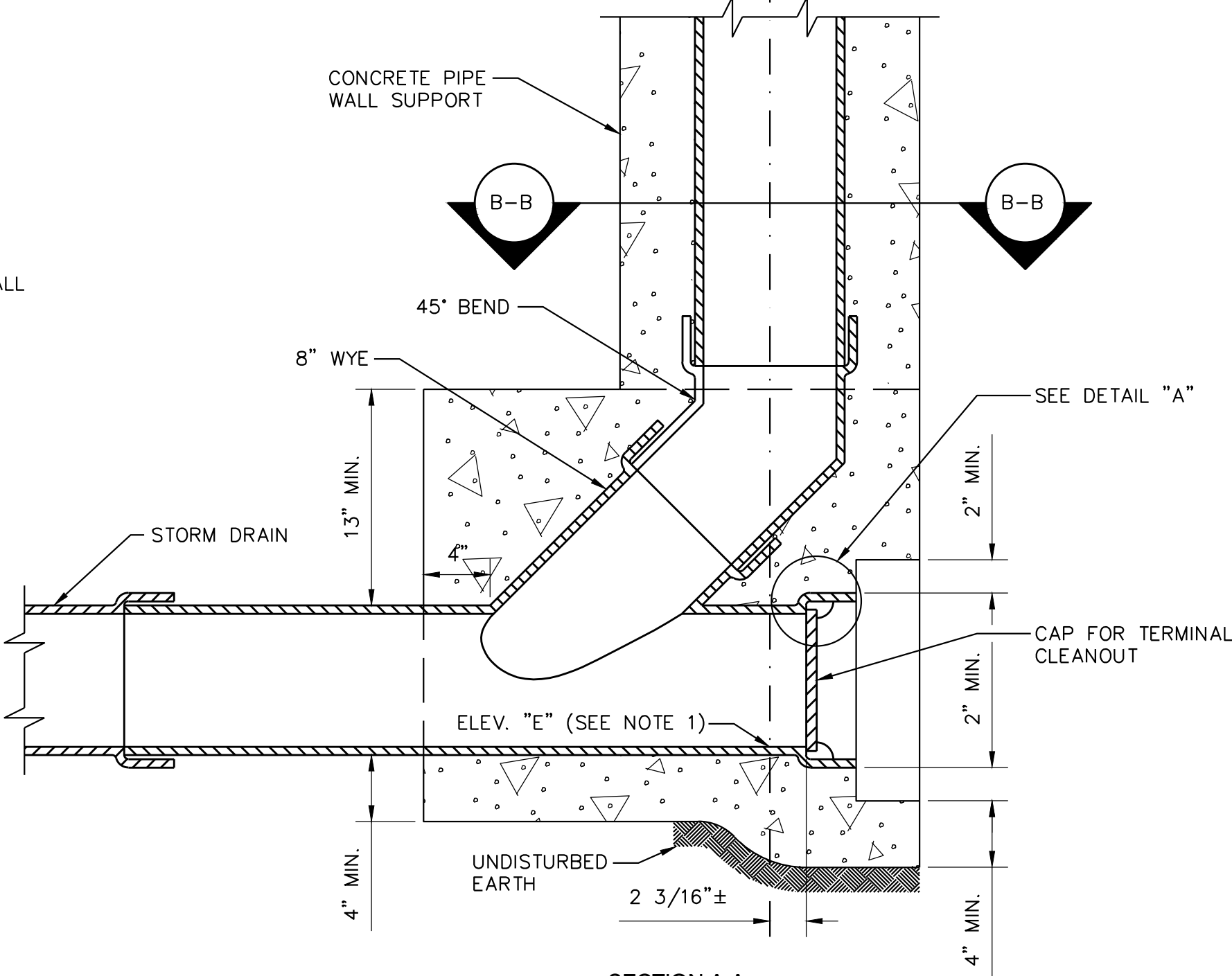
SECTION B-B



FRAME  
COVER



DETAIL "A"



SECTION A-A

NOTES:

- SEE PROJECT PLANS FOR VALUES OF DIMENSION "D" AND ELEVATION "E".
- PIPE AND FITTINGS EXCEPT AS OTHERWISE SHOWN HEREON SHALL BE OF THE SAME MATERIAL AS THE STORM DRAIN, 8" HDPE DIPS (SDR 32.5) CONFORMING TO SECTION 207-16 OF THE STANDARD SPECIFICATIONS.
- PIPES AND FITTINGS SHALL BE PROPERLY ALIGNED AND MAINTAINED WHILE CONCRETE IS BEING PLACED AND ALLOWED TO HARDEN. JOINTS FOR PIPES AND FITTINGS SHALL BE MADE PRIOR TO PLACING CONCRETE. CONCRETE FOR BEDDING, ENCASEMENT, AND WALL SUPPORT FOR PIPES AND FITTINGS SHALL BE PLACED UNIFORMLY AROUND THE PIPE AND FITTINGS AS SHOWN HEREON TO MAINTAIN PROPER ALIGNMENT, AND SHALL BE CLASS 420-C-2000.
- THE ACCESS FRAME, COVER, AND CAP SHALL BE TRAFFIC RATED CAST IRON CONFORMING TO SECTION 206-3 OF THE STANDARD SPECIFICATIONS. THE FINGER HOLES MAY BE DRILLED OUT OR MAY BE BLOCKED OUT PRIOR TO CASTING; THEY SHALL NOT BE PUNCHED OUT.
- THE CONTRACTOR, AT HIS OPTION, MAY PLACE EITHER CIRCULAR OR SQUARE CONCRETE PIPE WALL SUPPORTS AS SHOWN HEREON.



Metro

PARSONS  
BRINCKERHOFF

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE

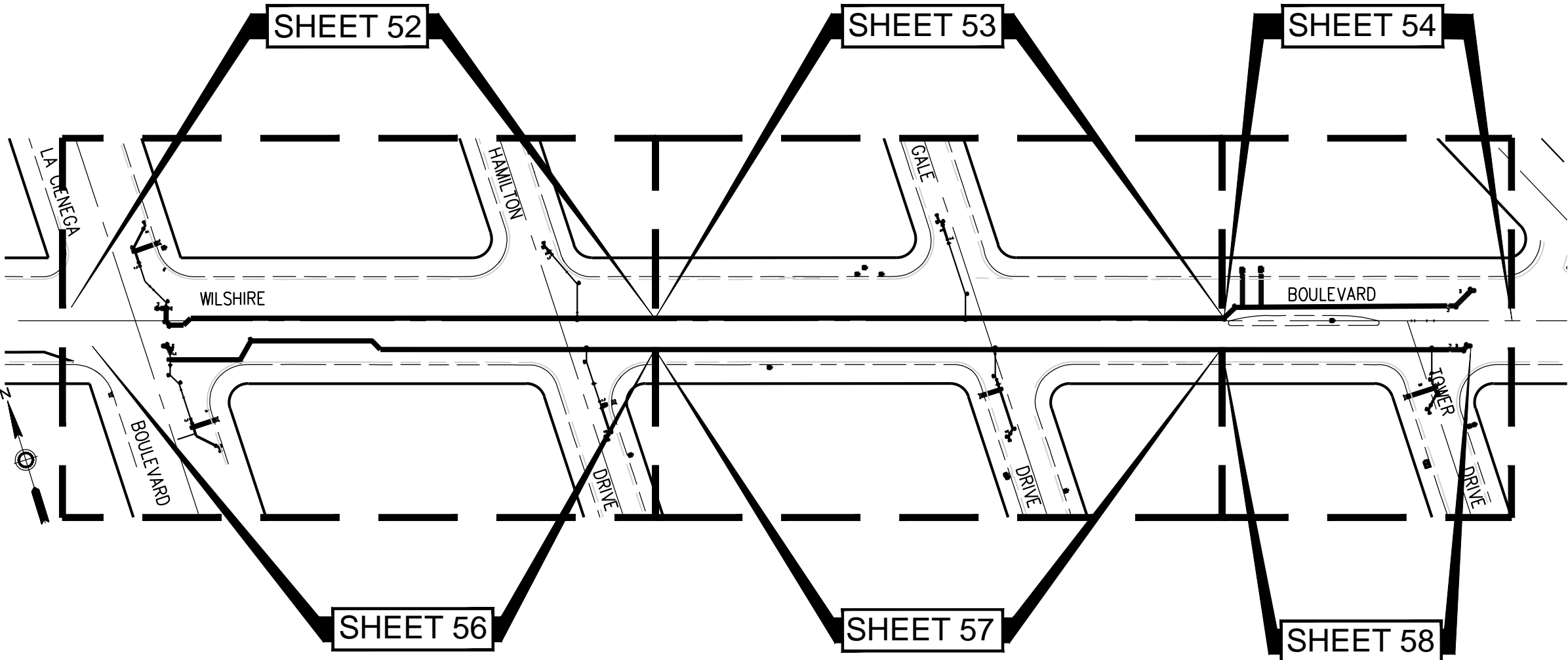
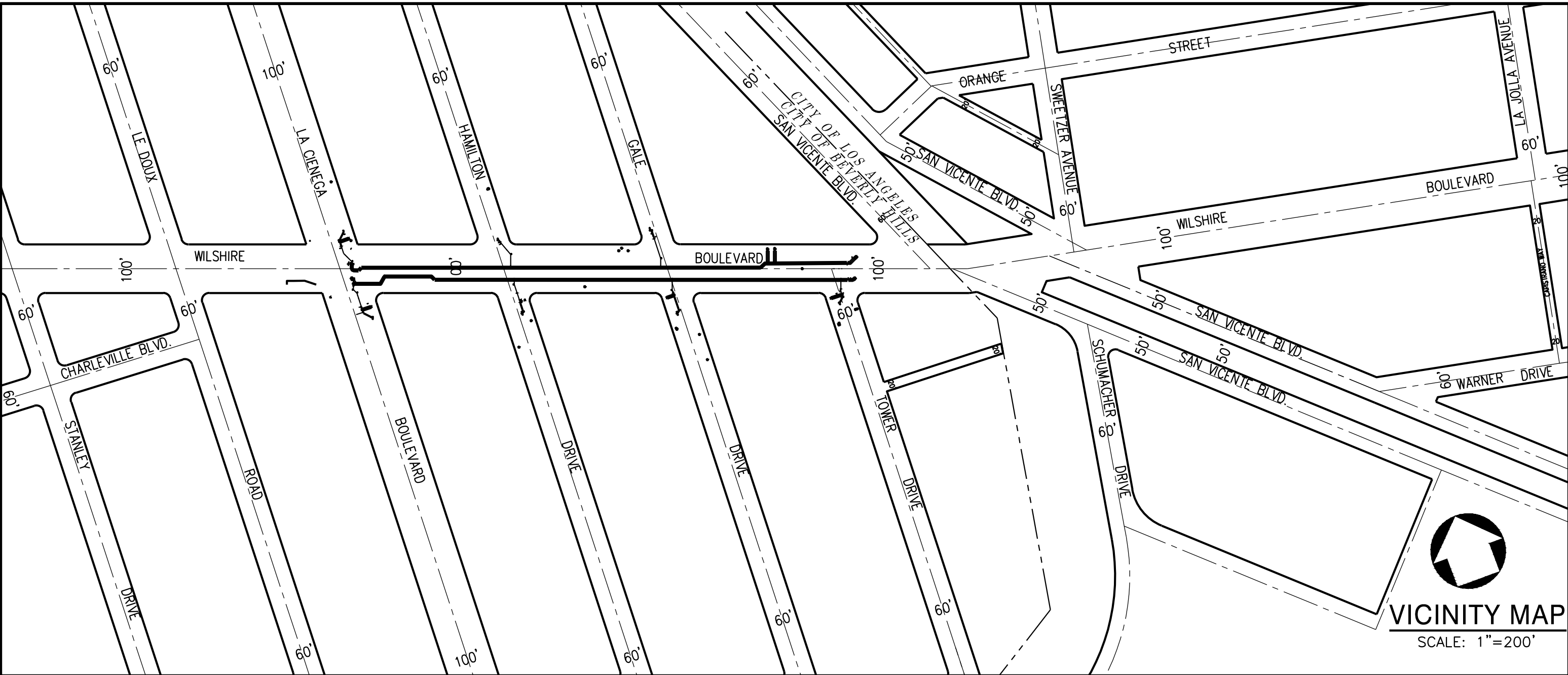


SCALE: AS SHOWN			
F.B. NO.	F.B. NO.	PAGE	TO
DESIGNED	G. MUNSON	DATE	02/07/14
DRAWN	O. RODRIGUEZ	DATE	02/07/14
CHECKED	Z. MUDAR	DATE	02/07/14
DATE	2/21/14	ISSUED FOR SOLICITATION	ZM
DATE		REVISION	BY

C1056 AUR CONTRACT DRAWING NO. UD-108			
PROJECT: BEVERLY HILLS			
WESTSIDE SUBWAY EXTENSION			
ADVANCED UTILITY RELOCATIONS			
WILSHIRE / LA CIENEGA STATION			
TEMPORARY STORM DRAIN RELOCATION			
CLEANOUT STRUCTURE			
SUBMITTED _____		DATE _____	
APPROVED _____		DATE _____	
CITY ENGINEER _____			
JOB NO. 1335 _____		DRAWING NO. 7443 _____	
SHEET 50		OF 76 SHEET	
CITY OF BEVERLY HILLS, CALIFORNIA			
CIVIL ENGINEERING DEPARTMENT			

CONSTRUCTION NOTES:

- 1
- INSTALL 8" OR 12" DUCTILE IRON PIPE CLASS 52. SEE NOTE 1
- 2
- INSTALL 8" OR 12" DUCTILE IRON PIPE 45° ANGLE FITTINGS (MJ X MJ) CLASS 52, WITH RESTRAINED JOINTS. INSTALL THRUST BLOCK.
- 3
- INSTALL 8"x8"x6" DUCTILE IRON PIPE TEE (MJ X FLG) FITTING CLASS 52, WITH RESTRAINED JOINTS PER CITY STANDARD BH 705 FOR FIRE HYDRANTS.
- 4
- INSTALL 8" OR 12" PRE ASS'D INSULATING FLANGE TYPE I-E.
- 5
- CAP EXISTING LINE WITH CONCRETE MORTAR PER CITY STANDARD BH 708 AND ABANDON IN PLACE.
- 6
- INSTALL 8" BUTTERFLY VALVE (FLG X FLG), CLASS 150. INSTALL VALVE BOX ASSEMBLY PER CITY STANDARD PLAN BH 707.
- 7
- INSTALL 12" BUTTERFLY VALVE (FLG X FLG), CLASS 150. INSTALL VALVE BOX ASSEMBLY PER CITY STANDARD PLAN BH 707.
- 8
- INSTALL 12-3/4" O.D. X 1/2" EN. UC., C.L. & C., S.J. WELDED STEEL PIPE. SEE NOTE 1
- 9
- INSTALL 12" X 12" X 8" FLANGED STEEL TEE, WITH RESTRAINED JOINTS.
- 10
- INSTALLATION OF FIRE HYDRANT PER CITY STANDARD BH 703 & BH 705
- 11
- REMOVE EXISTING F.H. ASSEMBLY, ON F.H. LATERAL, REMOVE F.H GATE VALVE, REMOVE AND DISPOSE OF EXISTING VALVE CAN AND COVER, CAP & PLUG EXISTING TEE.
- 12
- INSTALL 8" OR 12" X 45° WELDED STEEL ELBOW AND CONCRETE THRUST BLOCK.
- 13
- INSTALL 8" X 8" X 6" OR 12" X 12" X 12" FLANGED STEEL TEE, WITH RESTRAINED JOINTS.
- 14
- INSTALL 8-5/8" O.D. X 1/2" EN. UC., C.L. & C., S.J. WELDED STEEL PIPE. SEE NOTE 1.
- 15
- REMOVE INTERFERING PORTION OF EXISTING 8" OR 12" WATER MAIN. INSTALL 8" OR 12" DUCTILE IRON SPOOL (MJ X MJ), CLASS 52 WITH RESTRAINED JOINTS AND CONNECT TO EXISTING 8" OR 12" DUCTILE IRON PIPE. SEE SHEETS 52 THRU 55, CASE AS APPLICABLE. EXACT POINT OF CONNECTION TO BE FIELD VERIFIED BY THE CONTRACTOR.
- 16
- INSTALL 6" DUCTILE IRON SPOOL (MJ X MJ), CLASS 52 WITH RESTRAINED JOINTS, CUT AND CONNECT TO EXISTING 6" FIRE HYDRANT LATERAL.
- 17
- REMOVE AND DISPOSE OF EXISTING VALVE CAN COVER.
- 18
- PROTECT IN PLACE EXISTING FIRE HYDRANT, VALVE, ETC.
- 19
- INSTALL DIP FLANGED TEE (12X12X8, 12X12X6 OR 12X12X4) WITH RESTRAINED JOINTS, AND INSTALL BUTTERFLY VALVE (MJ X FLG) PER CITY STD. BH 707 SIZE TO MATCH EXISTING FIRE SERVICE LATERAL.
- 20
- EXISTING SERVICES SHALL BE REALIGNED AND RECONNECTED TO THEIR RESPECTIVE METER BOXES. MAINTAIN A MINIMUM 18" SEPARATION BETWEEN SERVICES.
- 21
- EXISTING WATER METER SERVICE TO BE ABANDONED. THE CONTRACTOR SHALL REMOVE AND SALVAGE TO THE CITY THE EXISTING WATER METER BOX AND LID, AND FILL THE EXISTING HOLE WITH FULL DEPTH AC PAVEMENT.
- 22
- INSTALL 1" WATER SERVICE. BROKEN OR DAMAGED METER BOXES SHALL BE REPLACED PER CITY STANDARD BH 714.
- 23
- INSTALL 2" WATER SERVICE. BROKEN OR DAMAGED METER BOXES SHALL BE REPLACED PER CITY STANDARD BH 714.
- 24
- INSTALL 6" BUTTERFLY VALVE (MJ X FLG), CLASS 150. INSTALL VALVE BOX ASSEMBLY PER CITY STANDARD PLAN BH 707.
- 25
- INSTALL 12" X 8" REDUCER
- 26
- FIELD VERIFY AND EXPOSE 6-5" DU SCE DUCT IN 20" CASING. DETERMINE DEVIATIONS AND FORWARD TO METRO'S AUTHORIZED REPRESENTATIVE PRIOR TO CONSTRUCTING TEMPS. WATER MAINS.
- 27
- INSTALL 6", 8" OR 12" COMPRESSION COUPLING.
- 28
- INSTALL 8" X 18.1' WELDED STEEL ELBOW
- 29
- INSTALL 8" X 60" WELDED STEEL ELBOW
- 30
- INSTALL 8" X 26.9' WELDED STEEL ELBOW
- 31
- INSTALL 8" X 18.2' WELDED STEEL ELBOW



LA CIENEGA STATION

KEY MAP  
SCALE: 1"=100'

DATUMS:

THE BASIS OF HORIZONTAL CONTROL FOR THIS PROJECT IS THE CALIFORNIA COORDINATE SYSTEM NAD83 ZONE 5 (2007.0 EPOCH) DETERMINED LOCALLY BY THE FOLLOWING NGS POINTS: EW9587, EW9595 AND AA9327

ELEVATIONS ARE BASED ON THE NAVD 1988 - SPECIFICALLY CITY OF LOS ANGELES BENCHMARKS 12-16091, 13-13450 AND 13-13352 (2000 ADJ)

EXISTING WATER VALVES PER WSM 135-17	
LABEL	NUMBER
B.V.1	18040
B.V.2	18067
B.V.3	18068
B.V.4	18069
B.V.5	18070
B.V.6	18071
B.V.7	18072
B.V.8	18075
B.V.9	18076
B.V.10	18077
B.V.11	18079
B.V.12	18080



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

DIAL TOLL FREE  
1-800-422-4133

AT LEAST TWO DAYS  
BEFORE YOU DIG



Metro

PARSONS  
BRINCKERHOFF

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE



SCALE: AS SHOWN		
F.B. NO.	F.B. NO.	PAGE -- TO --
DESIGNED C. MALDONADO	DATE	02/07/14
DRAWN T. CABRERA	DATE	02/07/14
CHECKED Z. MUDAR	DATE	02/07/14
2/21/14	ISSUED FOR SOLICITATION	ZM
DATE	REVISION	BY

C1056 AUR CONTRACT DRAWING NO. UW-010

PROJECT: BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE / LA CIENEGA STATION  
TEMPORARY WATER RELOCATION  
TITLE SHEET, GENERAL AND CONSTRUCTION NOTES

SUBMITTED \_\_\_\_\_ DATE \_\_\_\_\_

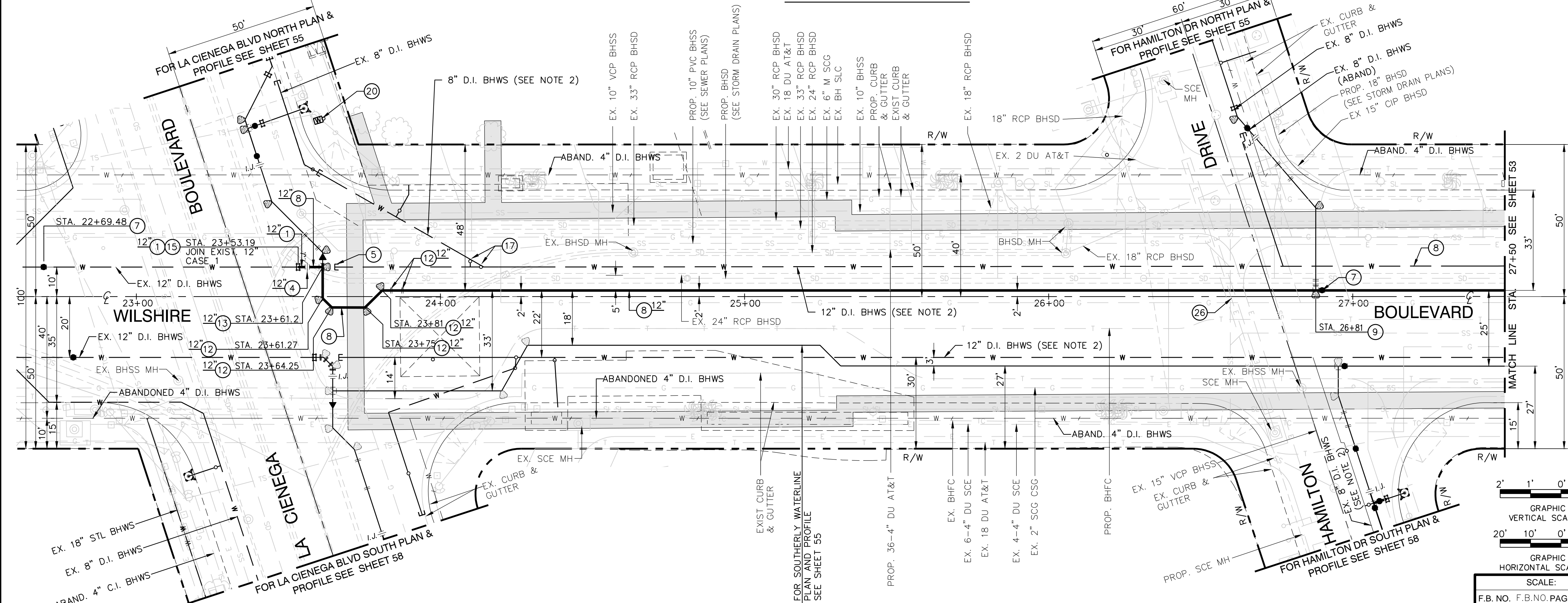
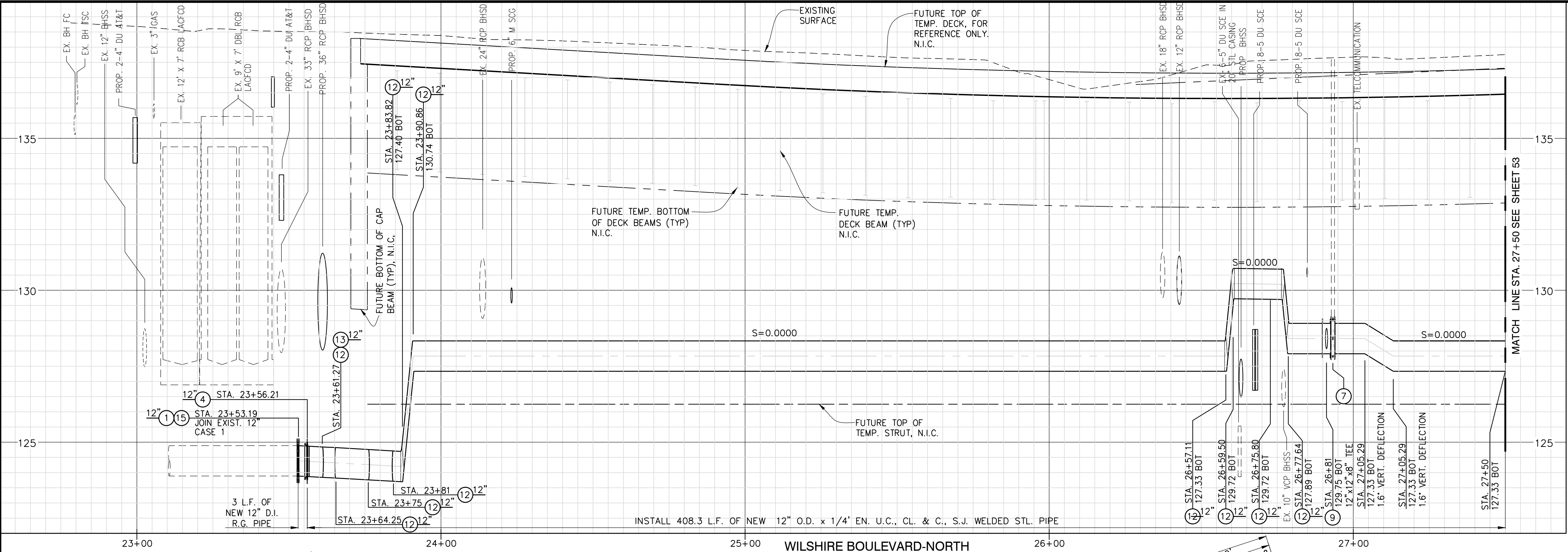
APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER

JOB NO. 1335 DRAWING NO. 7443  
SHEET 51 OF 76 SHEET

CITY OF BEVERLY HILLS, CALIFORNIA  
CIVIL ENGINEERING DEPARTMENT

DWG filename: L:\LAWS\BIA\WACBM\CA00\112 UTILITIES\CITY OF BH\BH WATER\PLANS & PROFILES\CI056\UW010.DWG Plot Date & time: 2/19/2014 8:52:10 PM Plotted by: Nacion, Roque





HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

- ABBREVIATIONS:**
- BH =CITY OF BEVERLY HILLS
  - EX. =EXISTING
  - J.C. =JUNCTION CHAMBER
  - N.I.C. =NOT IN CONTRACT
  - PROP. =PROPOSED

- NOTE:**
- TRENCHING SHALL BE PER CITY STANDARD BH 710, MODIFIED WITH CLSM PER S.S.P.W.C. 201-6 SAND SLURRY BACKFILL. ALSO SEE TYPICAL TRENCH SECTION DETAIL AND TYPICAL SUBSTRUCTURE CROSSING DETAIL ON SHEET 55 FOR PIPE CLEARANCE TO EXISTING WATERLINE. INSTALL 2" BLOW-OFF ASSEMBLY AS REQUIRED FOR PRESSURE TESTING.
  - EXISTING WATER IS TO BE PROTECTED IN PLACE DURING CONSTRUCTION OF NEW WATER PIPE AND TO BE ABANDONED IN PLACE AFTER NEW WATER HAS BEEN PUT INTO SERVICE. ABANDONED WATER IS TO BE REMOVED BY OTHERS PER SEPARATE FUTURE CONTRACT.
  - EXISTING WATER MAIN DEPTH IS APPROXIMATE. THE CONTRACTOR IS TO CONFIRM THE ACTUAL PIPE LOCATION, VERTICAL AND HORIZONTAL, PRIOR TO CONSTRUCTION.

- CONSTRUCTION NOTES:**
- INSTALL 8" OR 12" DUCTILE IRON PIPE CLASS 52. SEE NOTE 1
  - INSTALL 8" OR 12" PRE ASS'D INSULATING FLANGE TYPE I-E.
  - CAP EXISTING LINE WITH CONCRETE MORTAR PER CITY STANDARD BH 708 AND ABANDON IN PLACE.
  - INSTALL 12" BUTTERFLY VALVE (FLG X FLG), CLASS 150. INSTALL VALVE BOX ASSEMBLY PER CITY STANDARD PLAN BH 707.
  - INSTALL 12-3/4" O.D. X 1/4" EN. UC., C.L. & C., S.J. WELDED STEEL PIPE. SEE NOTE 1
  - INSTALL 12" X 12" X 8" FLANGED STEEL TEE, WITH RESTRAINED JOINTS.
  - INSTALL 8" OR 12" X 45" WELD STEEL ELBOW AND CONCRETE THRUST BLOCK.
  - INSTALL 8" X 8" X 6" OR 12" X 12" X 12" FLANGED STEEL TEE, WITH RESTRAINED JOINTS.
  - REMOVE INTERFERING PORTION OF EXISTING 8" OR 12" WATER MAIN. INSTALL 8" OR 12" DUCTILE IRON SPOOL (MJ X MJ), CLASS 52 WITH RESTRAINED JOINTS AND CONNECT TO EXISTING 8" OR 12" DUCTILE IRON PIPE. SEE SHEETS 52 THRU 55, CASE AS APPLICABLE. EXACT POINT OF CONNECTION TO BE FIELD VERIFIED BY THE CONTRACTOR.
  - REMOVE AND DISPOSE OF EXISTING VALVE CAN COVER.
  - EXISTING SERVICES SHALL BE REALIGNED AND RECONNECTED TO THEIR RESPECTIVE METER BOXES. MAINTAIN A MINIMUM 18" SEPARATION BETWEEN SERVICES.
  - FIELD VERIFY AND EXPOSE 6-5" DU SCE DUCT IN 20" CASING. DETERMINE DEVIATIONS AND FORWARD TO METRO'S AUTHORIZED REPRESENTATIVE PRIOR TO CONSTRUCTING TEMPS. WATER MAINS.

**DATUMS:**

THE BASIS OF HORIZONTAL CONTROL FOR THIS PROJECT IS THE CALIFORNIA COORDINATE SYSTEM NAD83 ZONE 5 (2007.0 EPOCH) DETERMINED LOCALLY BY THE FOLLOWING NGS POINTS: EW9587, EW9595 AND AA9327

ELEVATIONS ARE BASED ON THE NAVD 1988 - SPECIFICALLY CITY OF LOS ANGELES BENCHMARKS 12-16091, 13-13450 AND 13-13352 (2000 ADJ)

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE

**PARSONS BRINCKERHOFF**

**PROFESSIONAL ENGINEER**

STATE OF CALIFORNIA

EXPIRES 12/31/2014

CIVIL

No. C64154

**GRAPHIC SCALE**

VERTICAL SCALE: 1" = 2'

HORIZONTAL SCALE: 1" = 20'

SCALE: AS SHOWN

F.B. NO.	F.B. NO.	PAGE	TO
DESIGNED C. MALDONADO	DATE	02/07/14	
DRAWN T. CABRERA	DATE	02/07/14	
CHECKED Z. MUDAR	DATE	02/07/14	
2/21/14	ISSUED FOR SOLICITATION	ZM	
DATE	REVISION	BY	

C1056 AUR CONTRACT DRAWING NO. UW-011

PROJECT: BEVERLY HILLS

**WESTSIDE SUBWAY EXTENSION**

**ADVANCED UTILITY RELOCATIONS**

WILSHIRE / LA CIENEGA STATION

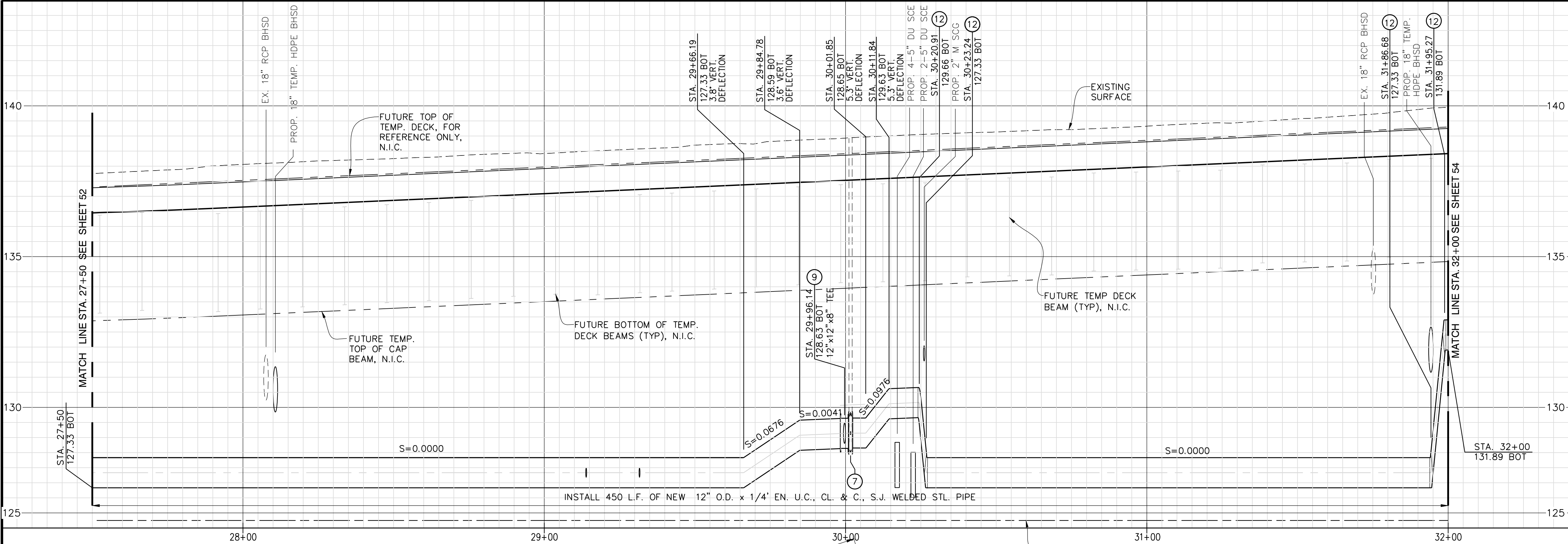
TEMPORARY WATER RELOCATION

PLAN AND PROFILE

STA 27+50

SUBMITTED	DATE
APPROVED	DATE
CITY ENGINEER	
JOB NO. 1335	DRAWING NO. 7443
	SHEET 52 OF 76
CITY OF BEVERLY HILLS, CALIFORNIA	
CIVIL ENGINEERING DEPARTMENT	

Plotted by: Nation/Reque Plot Date & Time: 2/19/2014 8:52:18 PM L:\ALWSS\WACBM\CA00\12 UTILITIES\CITY OF BH\BH WATER PLANS & PROFILES\G1056\W011.DWG DWG Name:



- HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

**ABBREVIATIONS:**

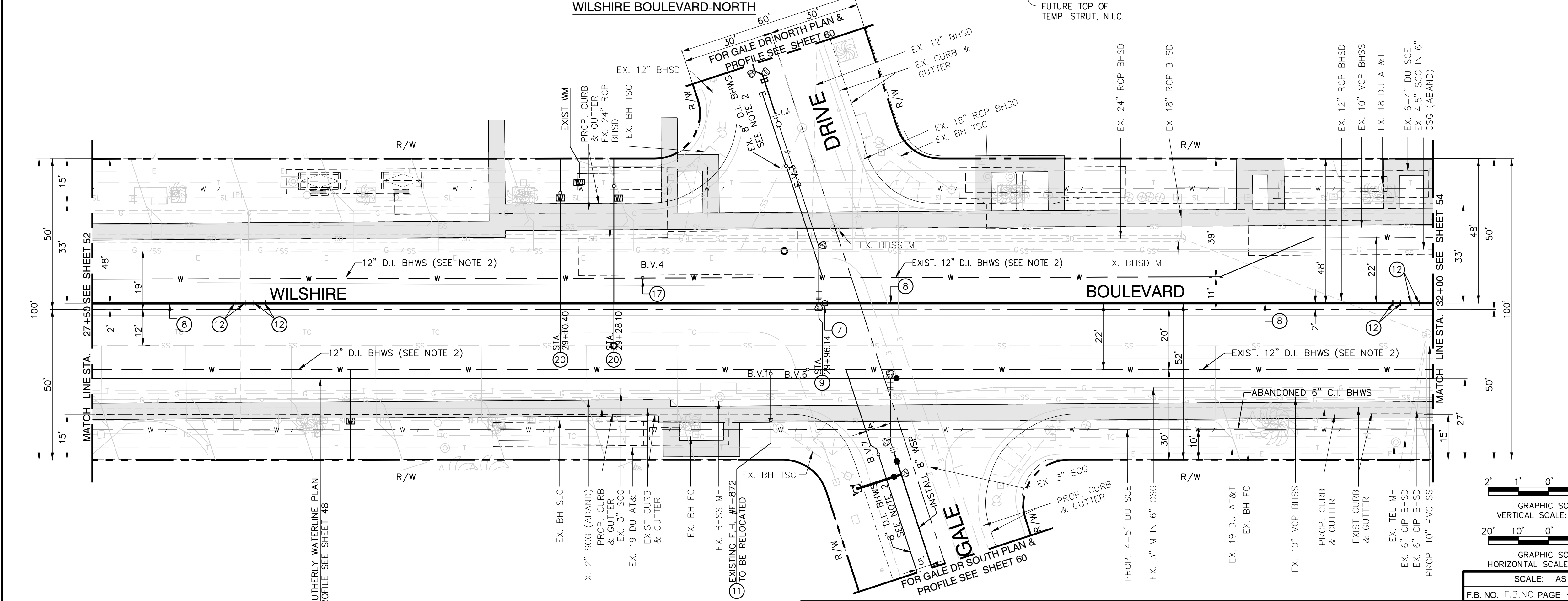
BH =CITY OF BEVERLY HILLS  
EX. =EXISTING  
J.C. =JUNCTION CHAMBER  
N.I.C. =NOT IN CONTRACT  
PROP. =PROPOSED

**NOTE:**

  - TRENCHING SHALL BE PER CITY STANDARD BH 710, MODIFIED WITH CLSM PER S.S.P.W.C. 201-6 SAND SLURRY BACKFILL. ALSO SEE TYPICAL TRENCH SECTION DETAIL AND TYPICAL SUBSTRUCTURE CROSSING DETAIL ON SHEET 55 FOR PIPE CLEARANCE TO EXISTING WATERLINE. INSTALL 2" BLOW-OFF ASSEMBLY AS REQUIRED FOR PRESSURE TESTING.
  - EXISTING WATER IS TO BE PROTECTED IN PLACE DURING CONSTRUCTION OF NEW WATER PIPE AND TO BE ABANDONED IN PLACE AFTER NEW WATER HAS BEEN PUT INTO SERVICE. ABANDONED WATER IS TO BE REMOVED BY OTHERS PER SEPARATE FUTURE CONTRACT.
  - EXISTING WATER MAIN DEPTH IS APPROXIMATE. THE CONTRACTOR IS TO CONFIRM THE ACTUAL PIPE LOCATION, VERTICAL AND HORIZONTAL, PRIOR TO CONSTRUCTION.

**CONSTRUCTION NOTES:**

  - INSTALL 12" BUTTERFLY VALVE (FLG X FLG), CLASS 150. INSTALL VALVE BOX ASSEMBLY PER CITY STANDARD PLAN BH 707.
  - INSTALL 12-3/4" O.D. X 1/2" EN. UC., C.L. & C., S.J. WELDED STEEL PIPE. SEE NOTE 1
  - INSTALL 12" X 12" X 8" FLANGED STEEL TEE, WITH RESTRAINED JOINTS.
  - REMOVE EXISTING F.H. ASSEMBLY, ON F.H. LATERAL. REMOVE F.H GATE VALVE. REMOVE AND DISPOSE OF EXISTING VALVE CAN AND COVER, CAP & PLUG EXISTING TEE.
  - INSTALL 8" OR 12" X 45" WELD STEEL ELBOW AND CONCRETE THRUST BLOCK.
  - REMOVE AND DISPOSE OF EXISTING VALVE CAN COVER.
  - EXISTING SERVICES SHALL BE REALIGNED AND RECONNECTED TO THEIR RESPECTIVE METER BOXES. MAINTAIN A MINIMUM 18" SEPARATION BETWEEN SERVICES.



**DATUMS:**

THE BASIS OF HORIZONTAL CONTROL FOR THIS PROJECT IS THE CALIFORNIA COORDINATE SYSTEM NAD83 ZONE 5 (2007.0 EPOCH) DETERMINED LOCALLY BY THE FOLLOWING NGS POINTS: EW9587, EW9595 AND AA9327

ELEVATIONS ARE BASED ON THE NAVD 1988 - SPECIFICALLY CITY OF LOS ANGELES BENCHMARKS 12-16091, 13-13450 AND 13-13352 (2000 ADJ)

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE

**PARSONS BRINCKERHOFF**

REGISTERED PROFESSIONAL ENGINEER  
ZAFER MUDAR  
No. C64154  
EXPIRES 12/31/2014  
CIVIL  
STATE OF CALIFORNIA

GRAPHIC SCALE  
VERTICAL SCALE: 1" = 2'  
GRAPHIC SCALE  
HORIZONTAL SCALE: 1" = 20'  
SCALE: AS SHOWN

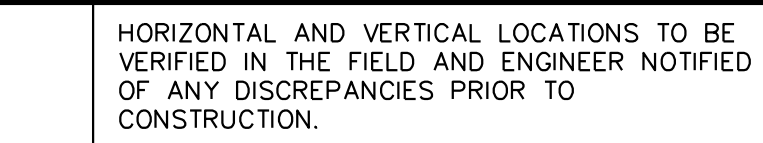
F.B. NO.	F.B. NO.	PAGE	TO
DESIGNED C. MALDONADO	DATE	02/07/14	
DRAWN T. CABRERA	DATE	02/07/14	
CHECKED Z. MUDAR	DATE	02/07/14	
2/21/14	ISSUED FOR SOLICITATION	ZM	
DATE	REVISION	BY	

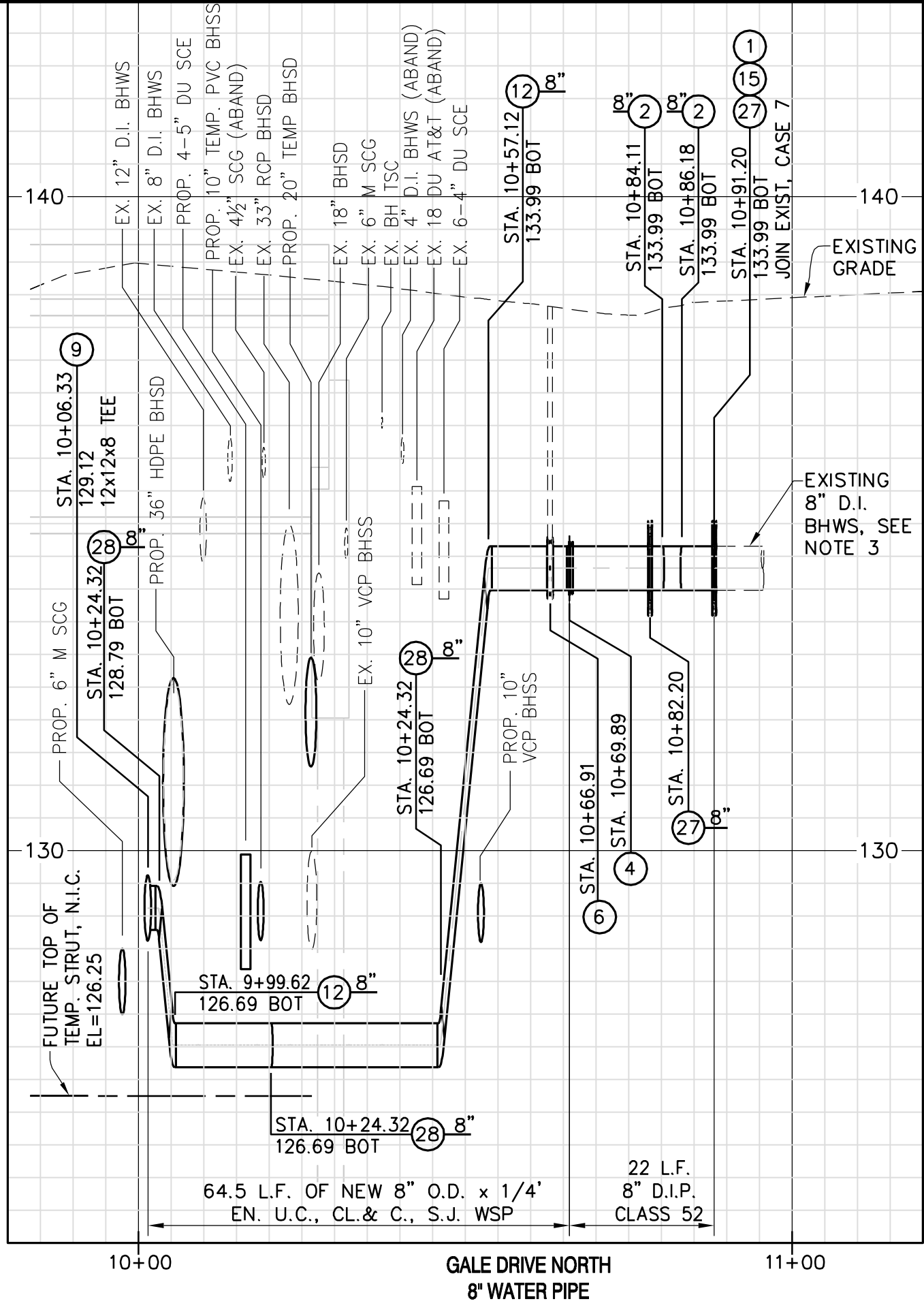
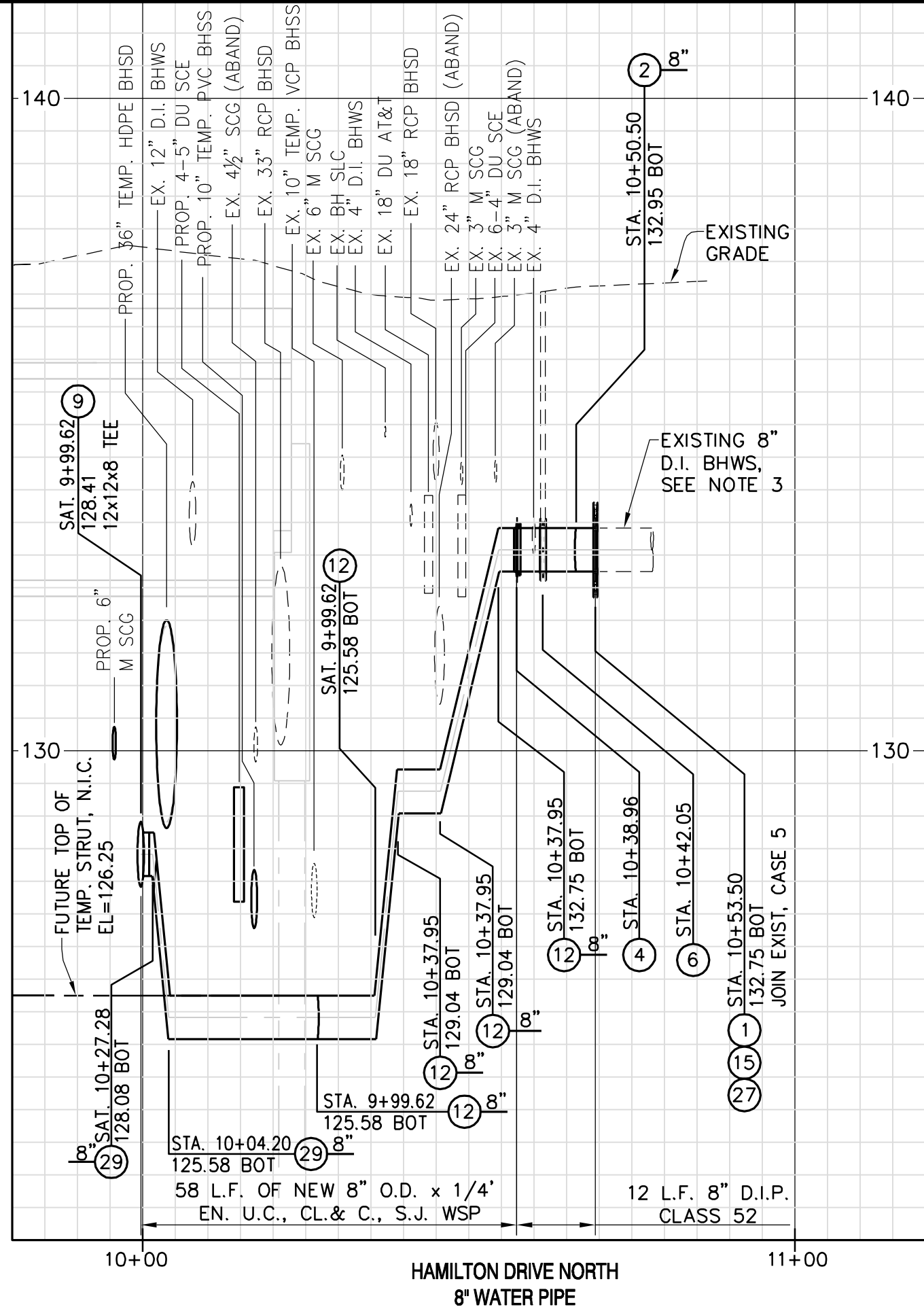
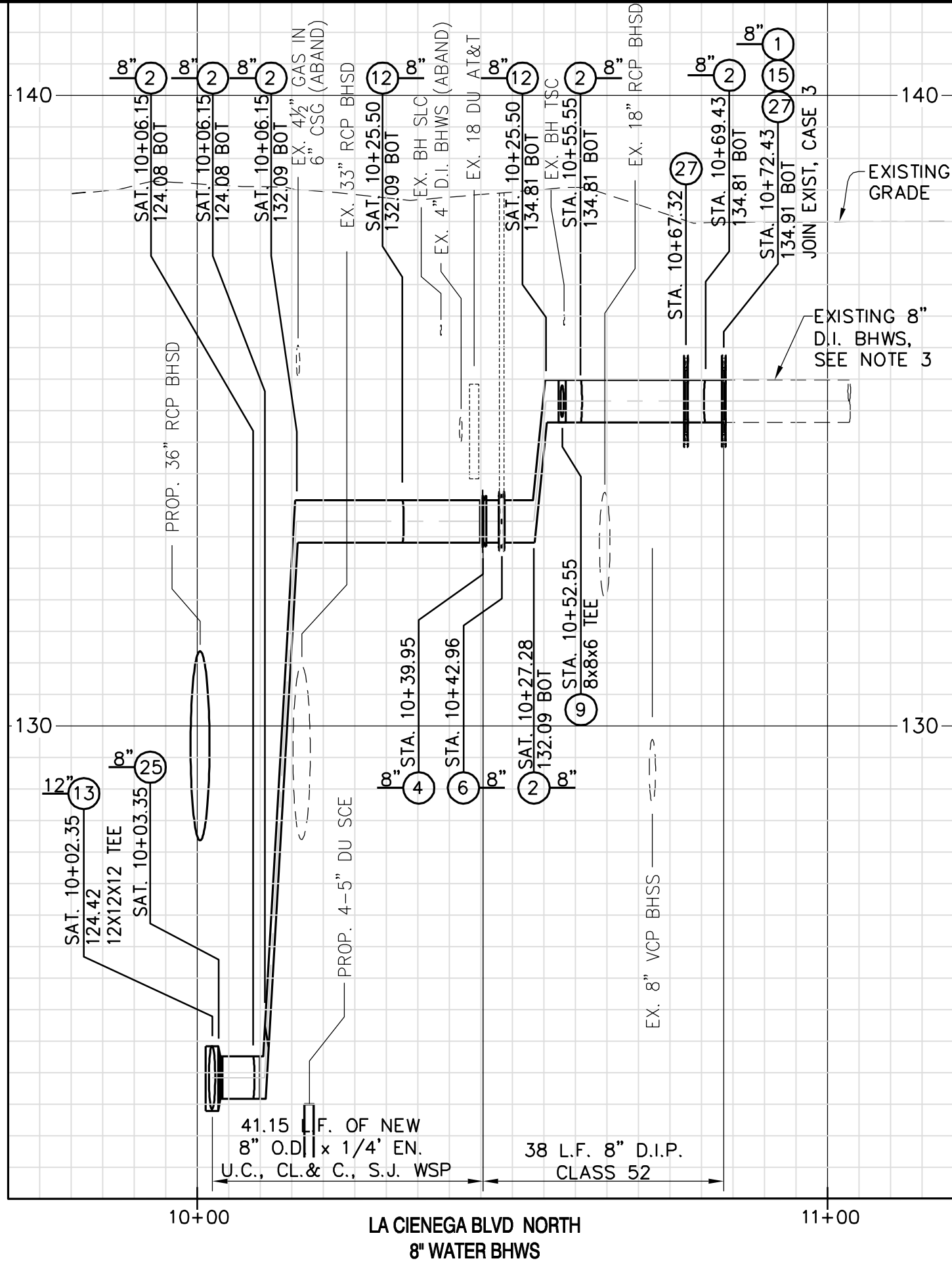
C1056 AUR CONTRACT DRAWING NO. UW-012

PROJECT: BEVERLY HILLS  
**WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS**  
WILSHIRE / LA CIENEGA STATION  
TEMPORARY WATER RELOCATION  
PLAN AND PROFILE  
STA 27+50 TO STA 32+00

SUBMITTED	DATE
APPROVED	DATE
CITY ENGINEER	
JOB NO. 1335	DRAWING NO. 7443
SHEET 53 OF 76 SHEET	
CITY OF BEVERLY HILLS, CALIFORNIA CIVIL ENGINEERING DEPARTMENT	





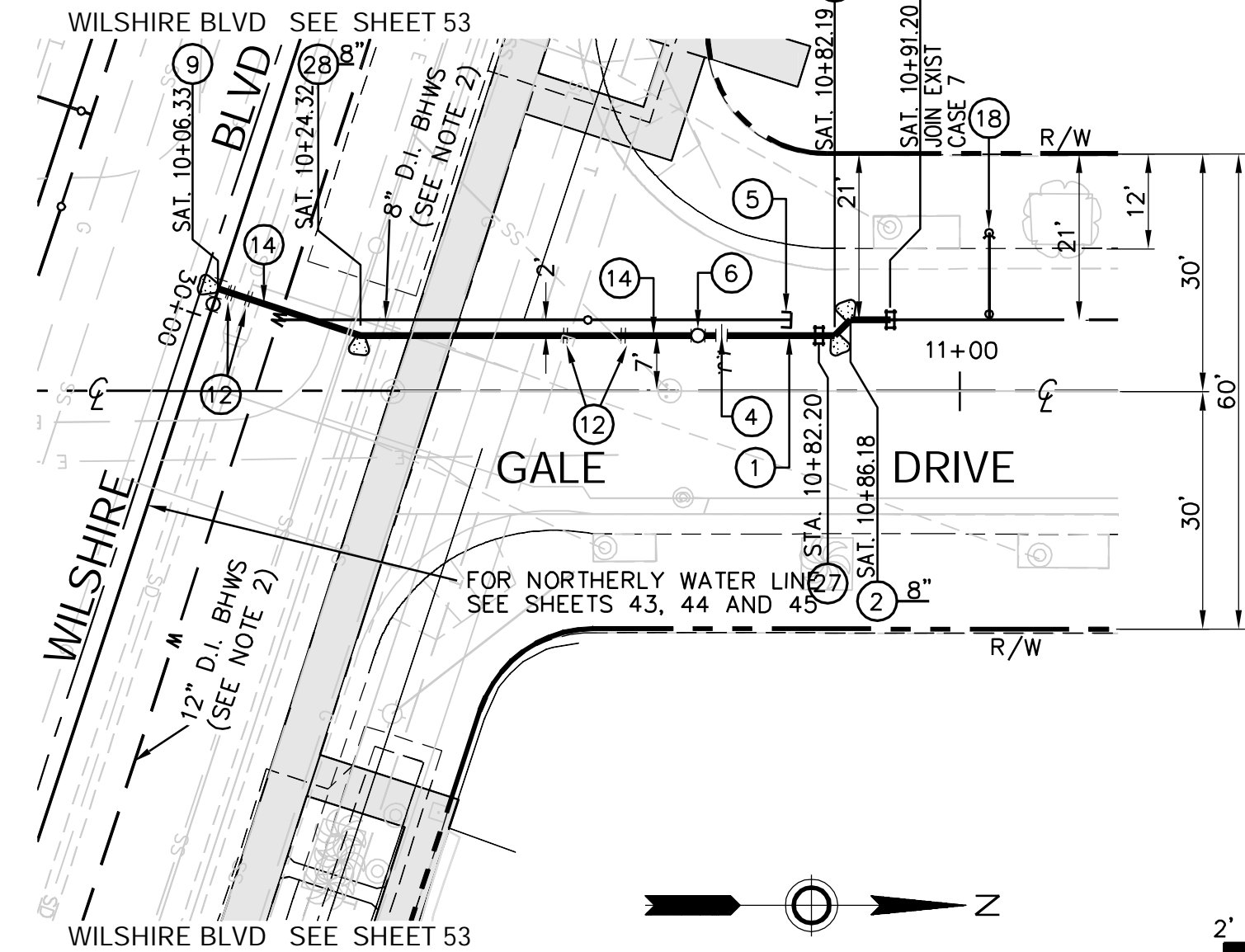
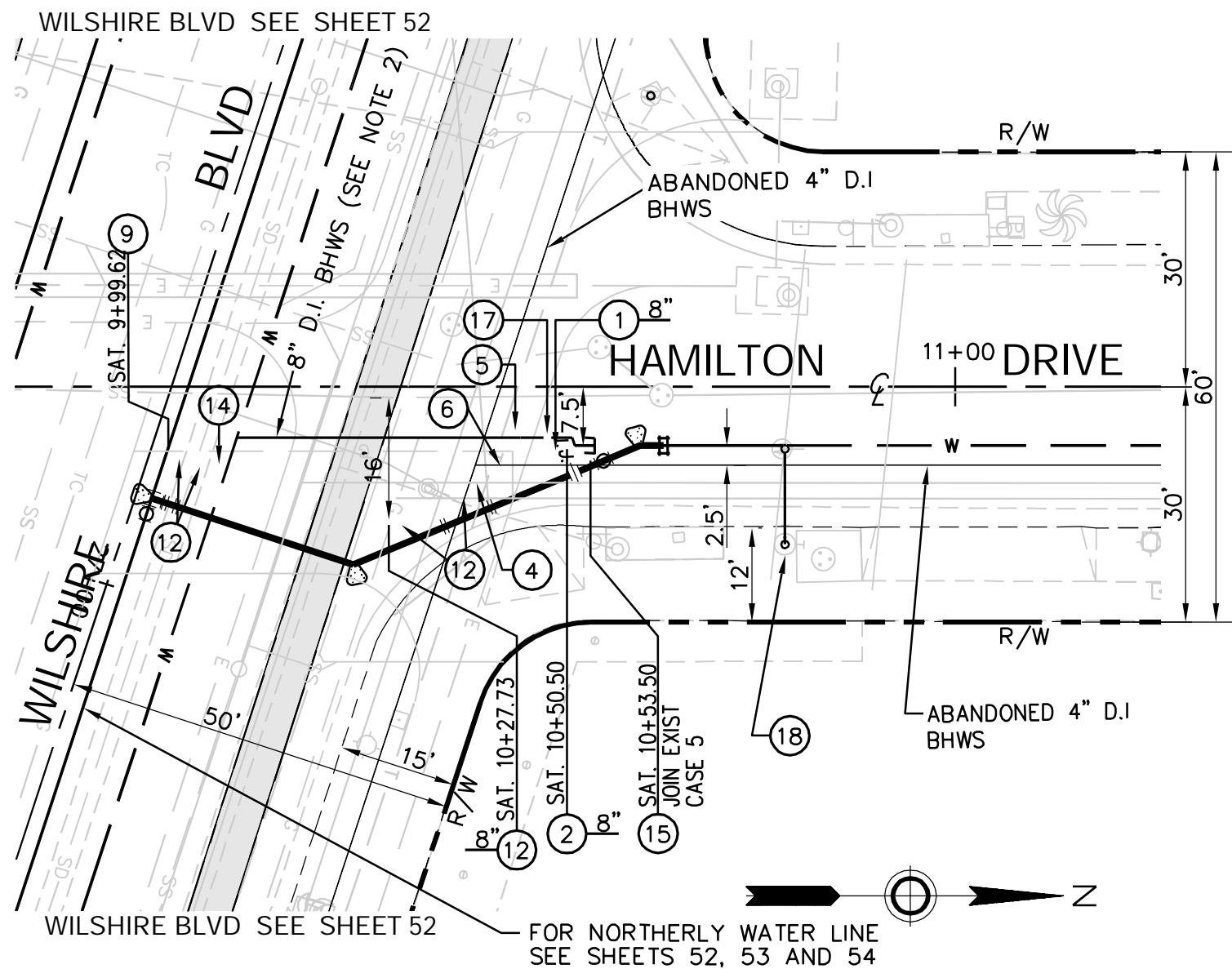
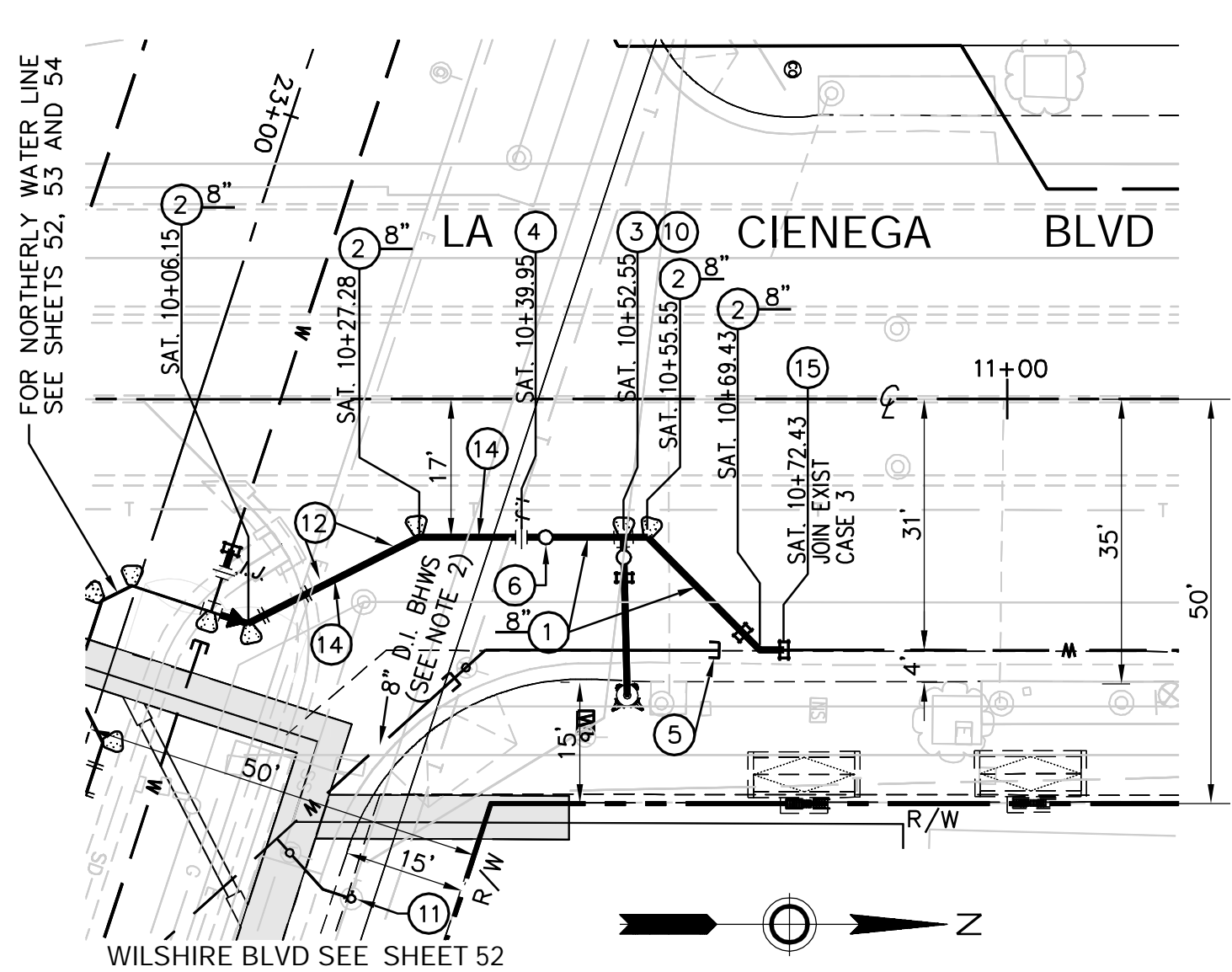


HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

**ABBREVIATIONS:**  
BH = CITY OF BEVERLY HILLS  
EX. = EXISTING  
J.C. = JUNCTION CHAMBER  
N.I.C. = NOT IN CONTRACT  
PROP. = PROPOSED

**NOTE:**  
1. TRENCHING SHALL BE PER CITY STANDARD BH 710, MODIFIED WITH CLSM PER S.S.P.W.C. 201-6. SAND SLURRY BACKFILL. ALSO SEE TYPICAL TRENCH SECTION DETAIL AND TYPICAL SUBSTRUCTURE CROSSING DETAIL ON SHEET 55 FOR PIPE CLEARANCE TO EXISTING WATERLINE. INSTALL 2" BLOW-OFF ASSEMBLY AS REQUIRED FOR PRESSURE TESTING.  
2. EXISTING WATER IS TO BE PROTECTED IN PLACE DURING CONSTRUCTION OF NEW WATER PIPE AND TO BE ABANDONED IN PLACE AFTER NEW WATER HAS BEEN PUT INTO SERVICE. ABANDONED WATER IS TO BE REMOVED BY OTHERS PER SEPARATE FUTURE CONTRACT.  
3. EXISTING WATER MAIN DEPTH IS APPROXIMATE. THE CONTRACTOR IS TO CONFIRM THE ACTUAL PIPE LOCATION, VERTICAL AND HORIZONTAL, PRIOR TO CONSTRUCTION.

**CONSTRUCTION NOTES:**  
1. INSTALL 8" OR 12" DUCTILE IRON PIPE CLASS 52. SEE NOTE 1  
2. INSTALL 8" OR 12" DUCTILE IRON PIPE 45° ANGLE FITTINGS (MJ X MJ) CLASS 52, WITH RESTRAINED JOINTS. INSTALL THRUST BLOCK.  
3. INSTALL 8"x8"x6" DUCTILE IRON PIPE TEE (MJ X FLG) FITTING CLASS 52, WITH RESTRAINED JOINTS PER CITY STANDARD BH 705 FOR FIRE HYDRANTS.  
4. INSTALL 8" OR 12" PRE ASS'D INSULATING FLANGE TYPE I-E.  
5. CAP EXISTING LINE WITH CONCRETE MORTAR PER CITY STANDARD BH 708 AND ABANDON IN PLACE.  
6. INSTALL 8" BUTTERFLY VALVE (FLG X FLG), CLASS 150. INSTALL VALVE BOX ASSEMBLY PER CITY STANDARD PLAN BH 707.  
7. INSTALL 12" X 12" X 8" FLANGED STEEL TEE, WITH RESTRAINED JOINTS.  
8. INSTALLATION OF FIRE HYDRANT PER CITY STANDARD BH 703 & BH 705  
9. INSTALL 8" OR 12" X 45° WELD STEEL ELBOW AND CONCRETE THRUST BLOCK.  
10. INSTALL 8" X 8" X 6" OR 12" X 12" X 12" FLANGED STEEL TEE, WITH RESTRAINED JOINTS.  
11. INSTALL 8-5/8" O.D. X 1/2" EN. UC, C.L. & C., S.J. WELDED STEEL PIPE. SEE NOTE 1.  
12. REMOVE INTERFERING PORTION OF EXISTING 8" OR 12" WATER MAIN. INSTALL 8" OR 12" DUCTILE IRON SPOOL (MJ X MJ), CLASS 52 WITH RESTRAINED JOINTS AND CONNECT TO EXISTING 8" OR 12" DUCTILE IRON PIPE. SEE SHEETS 52 THRU 55, CASE AS APPLICABLE. EXACT POINT OF CONNECTION TO BE FIELD VERIFIED BY THE CONTRACTOR.  
13. REMOVE AND DISPOSE OF EXISTING VALVE CAN COVER.  
14. PROTECT IN PLACE EXISTING FIRE HYDRANT, VALVE, ETC.  
15. INSTALL 12" X 8" REDUCER  
16. INSTALL 6", 8" OR 12" COMPRESSION COUPLING.  
17. INSTALL 8" X 18.1" WELDED STEEL ELBOW  
18. INSTALL 8" X 60" WELDED STEEL ELBOW



**DATUMS:**

THE BASIS OF HORIZONTAL CONTROL FOR THIS PROJECT IS THE CALIFORNIA COORDINATE SYSTEM NAD83 ZONE 5 (2007.0 EPOCH) DETERMINED LOCALLY BY THE FOLLOWING NGS POINTS: EW9587, EW9595 AND AA9327  
ELEVATIONS ARE BASED ON THE NAVD 1988 - SPECIFICALLY CITY OF LOS ANGELES BENCHMARKS 12-16091, 13-13450 AND 13-13352 (2000 ADJ.)



LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

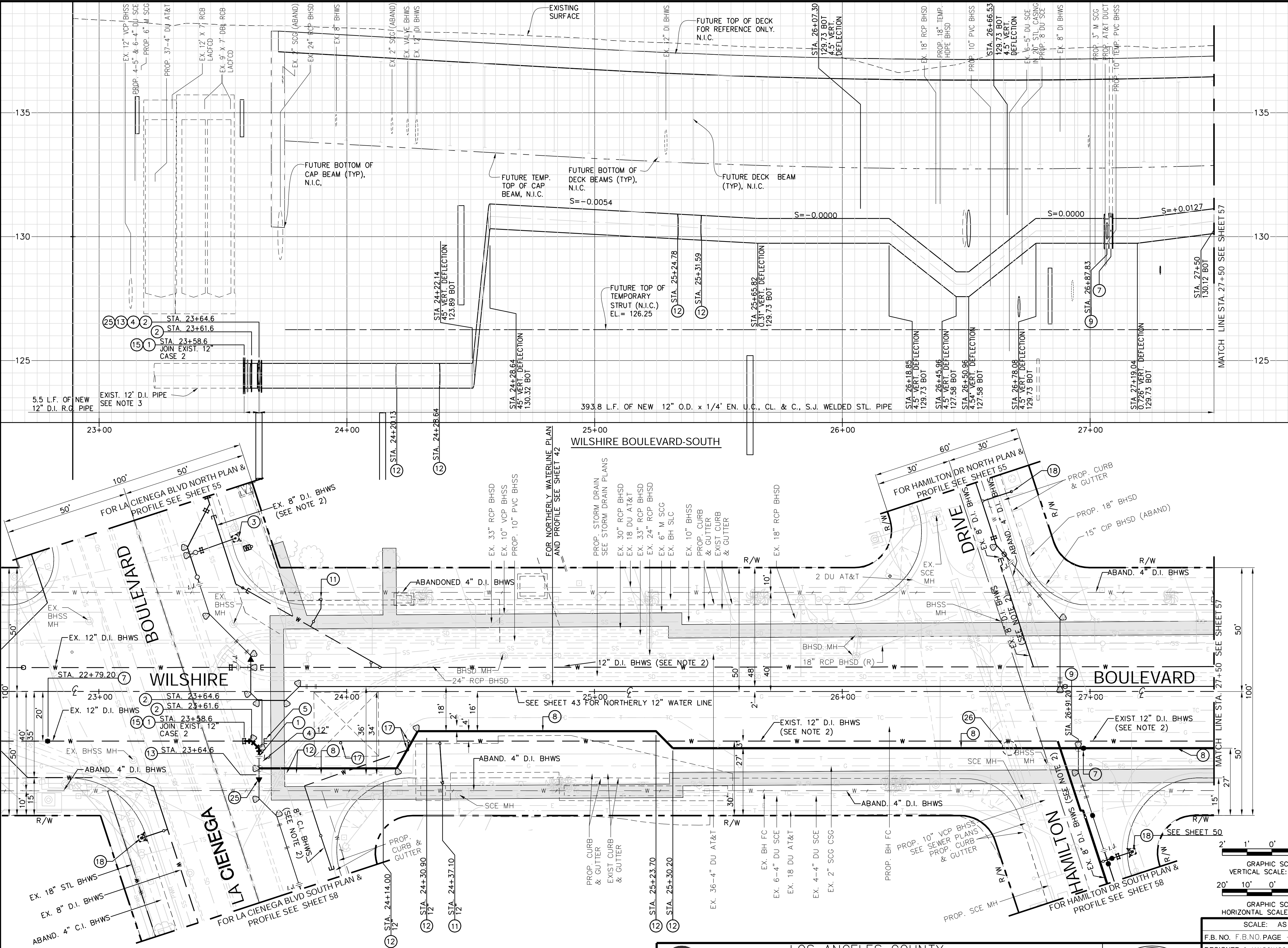
PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE



2' 1' 0' 2'	
GRAPHIC SCALE VERTICAL SCALE: 1" = 2'	
20' 10' 0' 20'	
GRAPHIC SCALE HORIZONTAL SCALE: 1" = 20'	
SCALE: AS SHOWN	
F.B. NO.	F.B. NO. PAGE --- TO ---
DESIGNED C. MALDONADO	DATE 02/07/14
DRAWN T. CABRERA	DATE 02/07/14
CHECKED Z. MUDAR	DATE 02/07/14
2/21/14 ISSUED FOR SOLICITATION ZM	
DATE REVISION BY	
C1056 AUR CONTRACT DRAWING NO. UW-014	
PROJECT: BEVERLY HILLS WESTSIDE SUBWAY EXTENSION ADVANCED UTILITY RELOCATIONS WILSHIRE / LA CIENEGA STATION TEMPORARY WATER RELOCATION PLAN AND PROFILE STA 10+00 TO STA 11+00	
SUBMITTED	DATE
APPROVED	DATE
CITY ENGINEER	
JOB NO. 1335	DRAWING NO. 7443
SHEET 55 OF 76 SHEET	
CITY OF BEVERLY HILLS, CALIFORNIA CIVIL ENGINEERING DEPARTMENT	





- HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

**ABBREVIATIONS:**  
BH =CITY OF BEVERLY HILLS  
EX. =EXISTING  
J.C. =JUNCTION CHAMBER  
N.I.C. =NOT IN CONTRACT  
PROP. =PROPOSED

**NOTE:**

  - TRENCHING SHALL BE PER CITY STANDARD BH 710, MODIFIED WITH CLSM PER S.S.P.W.C. 201-6 SAND SLURRY BACKFILL. ALSO SEE TYPICAL TRENCH SECTION DETAIL AND TYPICAL SUBSTRUCTURE CROSSING DETAIL ON SHEET 55 FOR PIPE CLEARANCE TO EXISTING WATERLINE. INSTALL 2" BLOW-OFF ASSEMBLY AS REQUIRED FOR PRESSURE TESTING.
  - EXISTING WATER IS TO BE PROTECTED IN PLACE DURING CONSTRUCTION OF NEW WATER PIPE AND TO BE ABANDONED IN PLACE AFTER NEW WATER HAS BEEN PUT INTO SERVICE. ABANDONED WATER IS TO BE REMOVED BY OTHERS PER SEPARATE FUTURE CONTRACT.
  - EXISTING WATER MAIN DEPTH IS APPROXIMATE. THE CONTRACTOR IS TO CONFIRM THE ACTUAL PIPE LOCATION, VERTICAL AND HORIZONTAL, PRIOR TO CONSTRUCTION.

**CONSTRUCTION NOTES:**

  - INSTALL 8" OR 12" DUCTILE IRON PIPE CLASS 52. SEE NOTE 1
  - INSTALL 8" OR 12" DUCTILE IRON PIPE 45° ANGLE FITTINGS (MJ X MJ) CLASS 52, WITH RESTRAINED JOINTS. INSTALL THRUST BLOCK.
  - INSTALL 8"x8"x6" DUCTILE IRON PIPE TEE (MJ X FLG) FITTING CLASS 52, WITH RESTRAINED JOINTS PER CITY STANDARD BH 705 FOR FIRE HYDRANTS.
  - INSTALL 8" OR 12" PRE ASS'D INSULATING FLANGE TYPE I-E.
  - CAP EXISTING LINE WITH CONCRETE MORTAR PER CITY STANDARD BH 708 AND ABANDON IN PLACE.
  - INSTALL 12" BUTTERFLY VALVE (FLG X FLG), CLASS 150. INSTALL VALVE BOX ASSEMBLY PER CITY STANDARD PLAN BH 707.
  - INSTALL 12-3/4" O.D. X 1/2" EN. UC, C.L. & C., S.J. WELDED STEEL PIPE. SEE NOTE 1
  - INSTALL 12" X 12" X 8" FLANGED STEEL TEE, WITH RESTRAINED JOINTS.
  - REMOVE EXISTING F.H. ASSEMBLY, ON F.H. LATERAL, REMOVE F.H. GATE VALVE, REMOVE AND DISPOSE OF EXISTING VALVE CAN AND COVER, CAP & PLUG EXISTING TEE.
  - INSTALL 8" OR 12" X 45° WELD STEEL ELBOW AND CONCRETE THRUST BLOCK.
  - INSTALL 8" X 8" X 6" OR 12" X 12" X 12" FLANGED STEEL TEE, WITH RESTRAINED JOINTS.
  - REMOVE INTERFERING PORTION OF EXISTING 8" OR 12" WATER MAIN. INSTALL 8" OR 12" DUCTILE IRON SPOOL (MJ X MJ), CLASS 52 WITH RESTRAINED JOINTS AND CONNECT TO EXISTING 8" OR 12" DUCTILE IRON PIPE. SEE DWGS UW20 THRU UW23, CASE AS APPLICABLE. EXACT POINT OF CONNECTION TO BE FIELD VERIFIED BY THE CONTRACTOR.
  - REMOVE AND DISPOSE OF EXISTING VALVE CAN COVER.
  - PROTECT IN PLACE EXISTING FIRE HYDRANT, VALVE, ETC.
  - INSTALL 12" X 8" REDUCER
  - FIELD VERIFY AND EXPOSE 6-5" DU SCE DUCT IN 20" CASING. DETERMINE DEVIATIONS AND FORWARD TO METRO'S AUTHORIZED REPRESENTATIVE PRIOR TO CONSTRUCTING TEMPS. WATER MAINS.

**DATUMS:**

THE BASIS OF HORIZONTAL CONTROL FOR THIS PROJECT IS THE CALIFORNIA COORDINATE SYSTEM NAD83 ZONE 5 (2007.0 EPOCH) DETERMINED LOCALLY BY THE FOLLOWING NGS POINTS: EW9587, EW9595 AND AA9327

ELEVATIONS ARE BASED ON THE NAVD 1988 - SPECIFICALLY CITY OF LOS ANGELES BENCHMARKS 12-16091, 13-13450 AND 13-13352 (2000 ADJ.)



**Metro**

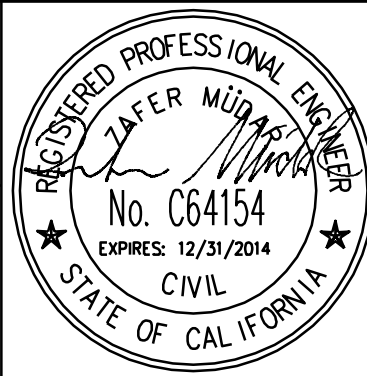
**PARSONS  
BRINCKERHOFF**

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE

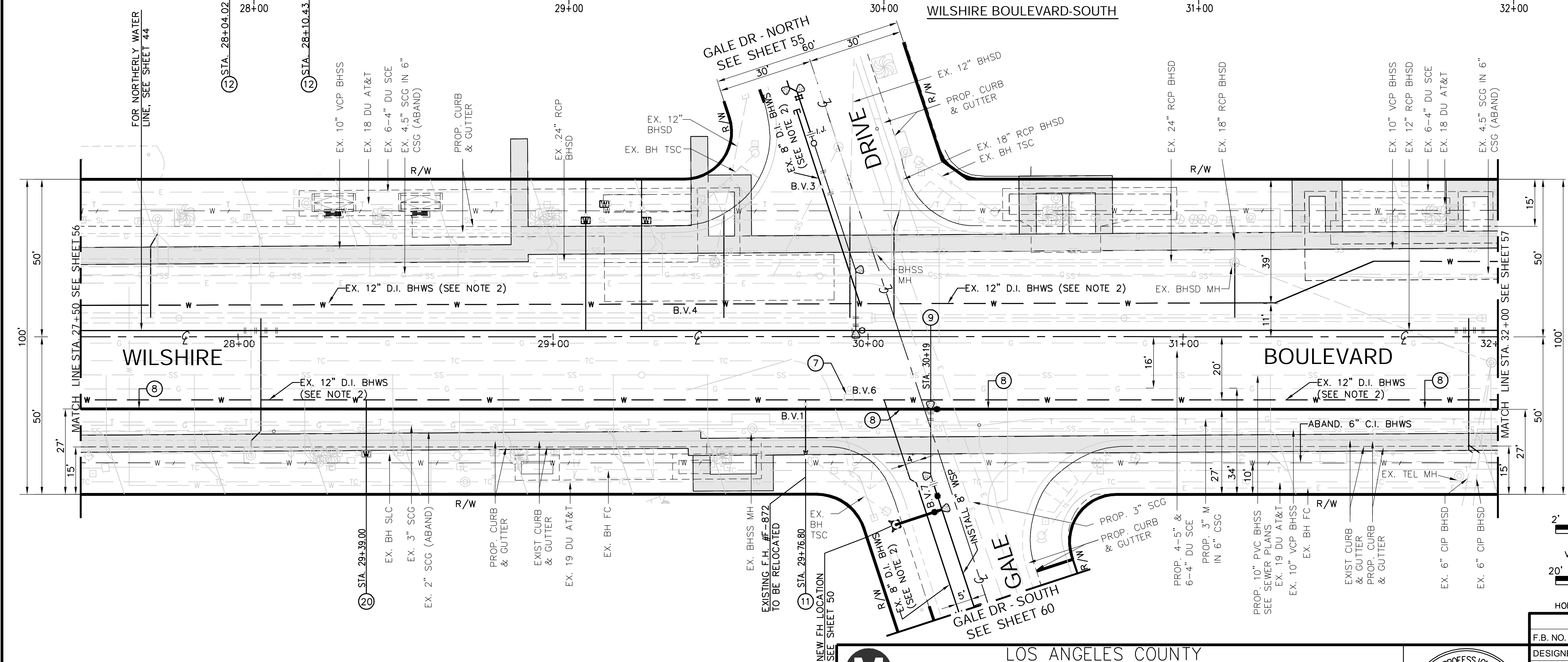
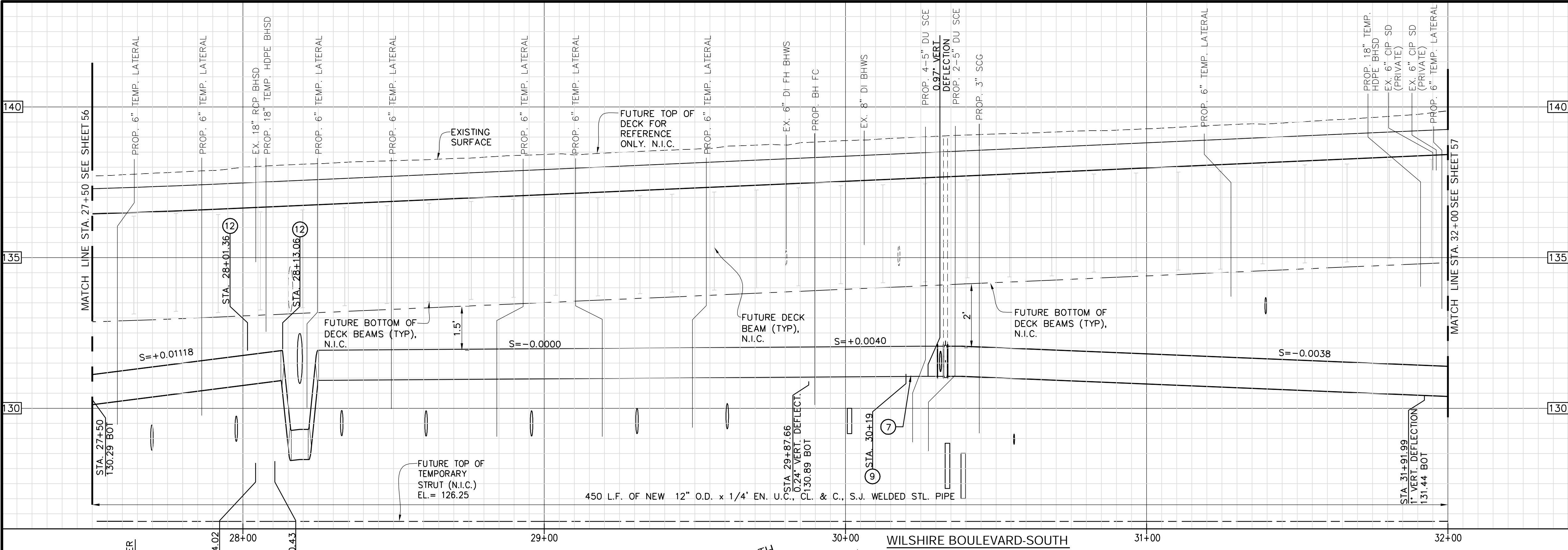


GRAPHIC SCALE VERTICAL SCALE: 1" = 2'	
GRAPHIC SCALE HORIZONTAL SCALE: 1" = 20'	
SCALE: AS SHOWN	
F.B. NO.	F.B. NO. PAGE -- TO --
DESIGNED C. MALDONADO	DATE 02/07/14
DRAWN T. CABRERA	DATE 02/07/14
CHECKED Z. MUDAR	DATE 02/07/14
2/21/14	ISSUED FOR SOLICITATION
DATE	REVISION
	BY

C1056 AUR CONTRACT DRAWING NO. UW-015

PROJECT: BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE / LA CIENEGA STATION  
TEMPORARY WATER RELOCATION  
PLAN AND PROFILE  
STA 27+50

SUBMITTED	DATE
APPROVED	DATE
CITY ENGINEER	
JOB NO. 1335	DRAWING NO. 7443
SHEET 56 OF 76 SHEET	
CITY OF BEVERLY HILLS, CALIFORNIA CIVIL ENGINEERING DEPARTMENT	



HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

ABBREVIATIONS:

BH =CITY OF BEVERLY HILLS  
EX. =EXISTING  
J.C. =JUNCTION CHAMBER  
N.I.C. =NOT IN CONTRACT  
PROP. =PROPOSED

NOTE:

- TRENCHING SHALL BE PER CITY STANDARD BH 710, MODIFIED WITH CLSM PER S.S.P.W.C. 201-6 SAND SLURRY BACKFILL. ALSO SEE TYPICAL TRENCH SECTION DETAIL AND TYPICAL SUBSTRUCTURE CROSSING DETAIL ON SHEET 55 FOR PIPE CLEARANCE TO EXISTING WATERLINE. INSTALL 2" BLOW-OFF ASSEMBLY AS REQUIRED FOR PRESSURE TESTING.
- EXISTING WATER IS TO BE PROTECTED IN PLACE DURING CONSTRUCTION OF NEW WATER PIPE AND TO BE ABANDONED IN PLACE AFTER NEW WATER HAS BEEN PUT INTO SERVICE. ABANDONED WATER IS TO BE REMOVED BY OTHERS PER SEPARATE FUTURE CONTRACT.
- EXISTING WATER MAIN DEPTH IS APPROXIMATE. THE CONTRACTOR IS TO CONFIRM THE ACTUAL PIPE LOCATION, VERTICAL AND HORIZONTAL, PRIOR TO CONSTRUCTION.

CONSTRUCTION NOTES:

- INSTALL 12" BUTTERFLY VALVE (FLG X FLG), CLASS 150. INSTALL VALVE BOX ASSEMBLY PER CITY STANDARD PLAN BH 707.
- INSTALL 12-3/4" O.D. X 1/2" EN. UC, C.I. & C., S.J. WELDED STEEL PIPE. SEE NOTE 1
- INSTALL 12" X 12" X 8" FLANGED STEEL TEE, WITH RESTRAINED JOINTS.
- REMOVE EXISTING F.H. ASSEMBLY, ON F.H. LATERAL. REMOVE F.H. GATE VALVE. REMOVE AND DISPOSE OF EXISTING VALVE CAN AND COVER, CAP & PLUG EXISTING TEE.
- REMOVE AND DISPOSE OF EXISTING VALVE CAN COVER.
- EXISTING SERVICES SHALL BE REALIGNED AND RECONNECTED TO THEIR RESPECTIVE METER BOXES. MAINTAIN A MINIMUM 18" SEPARATION BETWEEN SERVICES.

DATUMS:

THE BASIS OF HORIZONTAL CONTROL FOR THIS PROJECT IS THE CALIFORNIA COORDINATE SYSTEM NAD83 ZONE 5 (2007.0 EPOCH) DETERMINED LOCALLY BY THE FOLLOWING NGS POINTS: EW9587, EW9595 AND AA9327

ELEVATIONS ARE BASED ON THE NAVD 1988 - SPECIFICALLY CITY OF LOS ANGELES BENCHMARKS 12-16091, 13-13450 AND 13-13352 (2000 ADJ)



Metro

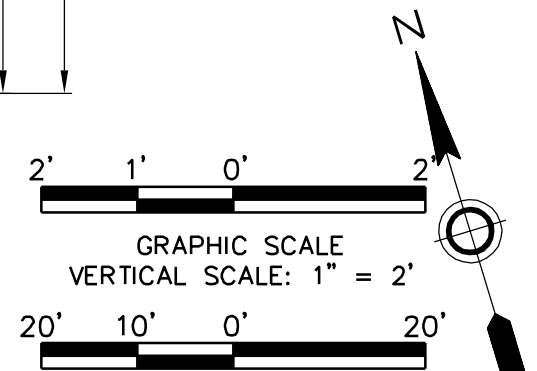
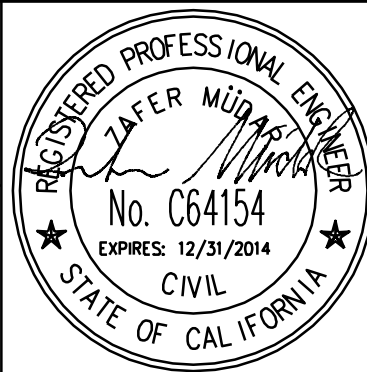
PARSONS  
BRINCKERHOFF

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE



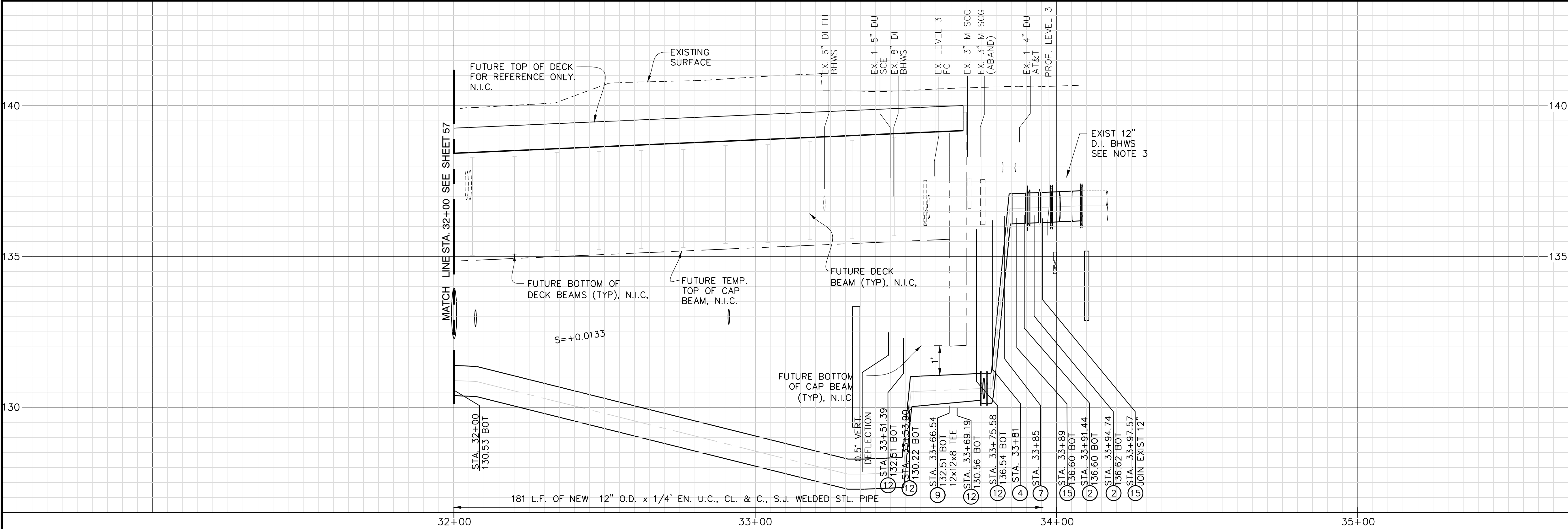
GRAPHIC SCALE HORIZONTAL SCALE: 1" = 20'	
SCALE: AS SHOWN	
F.B. NO.	F.B. NO. PAGE -- TO --
DESIGNED C. MALDONADO	DATE 02/07/14
DRAWN T. CABRERA	DATE 02/07/14
CHECKED Z. MUDAR	DATE 02/07/14
2/21/14	ISSUED FOR SOLICITATION
DATE	REVISION
	BY

C1056 AUR CONTRACT DRAWING NO. UW-016

PROJECT: BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE / LA CIENEGA STATION  
TEMPORARY WATER RELOCATION  
PLAN AND PROFILE  
STA 27+50 TO STA 32+00

SUBMITTED	DATE
APPROVED	DATE
CITY ENGINEER	
JOB NO. 1335	DRAWING NO. 7443
	SHEET 57 OF 76 SHEET
CITY OF BEVERLY HILLS, CALIFORNIA CIVIL ENGINEERING DEPARTMENT	



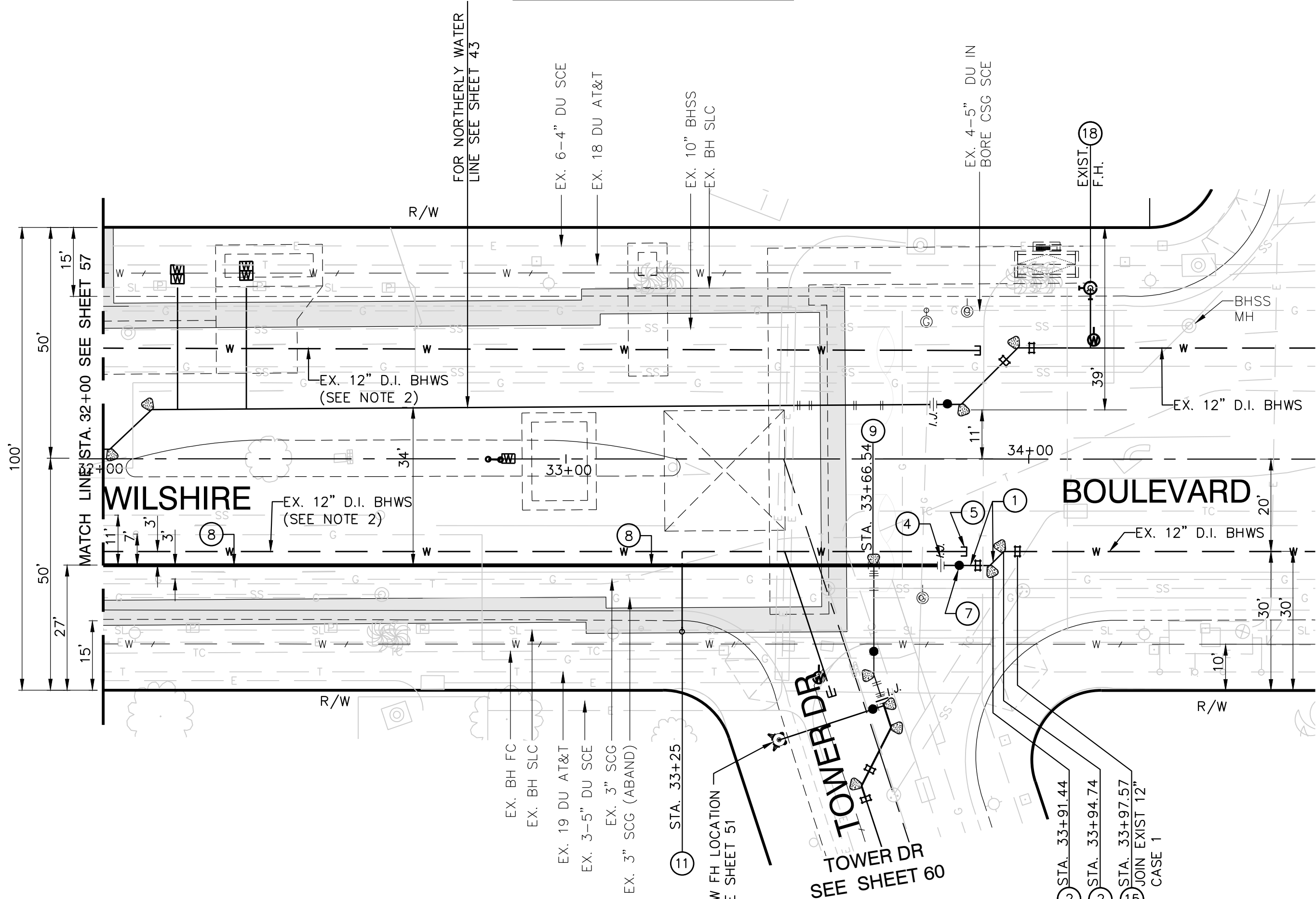


- HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

**ABBREVIATIONS:**  
BH =CITY OF BEVERLY HILLS  
EX. =EXISTING  
J.C. =JUNCTION CHAMBER  
N.I.C. =NOT IN CONTRACT  
PROP. =PROPOSED

**NOTE:**  
1. TRENCHING SHALL BE PER CITY STANDARD BH 710, MODIFIED WITH CLSM PER S.S.P.W.C. 201-6 SAND SLURRY BACKFILL. ALSO SEE TYPICAL TRENCH SECTION DETAIL AND TYPICAL SUBSTRUCTURE CROSSING DETAIL ON SHEET 55 FOR PIPE CLEARANCE TO EXISTING WATERLINE. INSTALL 2" BLOW-OFF ASSEMBLY AS REQUIRED FOR PRESSURE TESTING.  
2. EXISTING WATER IS TO BE PROTECTED IN PLACE DURING CONSTRUCTION OF NEW WATER PIPE AND TO BE ABANDONED IN PLACE AFTER NEW WATER HAS BEEN PUT INTO SERVICE. ABANDONED WATER IS TO BE REMOVED BY OTHERS PER SEPARATE FUTURE CONTRACT.  
3. EXISTING WATER MAIN DEPTH IS APPROXIMATE. THE CONTRACTOR IS TO CONFIRM THE ACTUAL PIPE LOCATION, VERTICAL AND HORIZONTAL, PRIOR TO CONSTRUCTION.

**CONSTRUCTION NOTES:**  
① INSTALL 8" OR 12" DUCTILE IRON PIPE CLASS 52. SEE NOTE 1  
② INSTALL 8" OR 12" DUCTILE IRON PIPE 45° ANGLE FITTINGS (MJ X MJ) CLASS 52. WITH RESTRAINED JOINTS. INSTALL THRUST BLOCK.  
④ INSTALL 8" OR 12" PRE ASS'D INSULATING FLANGE TYPE I-E.  
⑤ CAP EXISTING LINE WITH CONCRETE MORTAR PER CITY STANDARD BH 708 AND ABANDON IN PLACE.  
⑦ INSTALL 12" BUTTERFLY VALVE (FLG X FLG), CLASS 150. INSTALL VALVE BOX ASSEMBLY PER CITY STANDARD PLAN BH 707.  
⑧ INSTALL 12-3/4" O.D. X 1/2" EN. UC, C.L. & C., S.J. WELDED STEEL PIPE. SEE NOTE 1  
⑨ INSTALL 12" X 12" X 8" FLANGED STEEL TEE, WITH RESTRAINED JOINTS.  
⑪ REMOVE EXISTING F.H. ASSEMBLY, ON F.H. LATERAL, REMOVE F.H. GATE VALVE, REMOVE AND DISPOSE OF EXISTING VALVE CAN AND COVER, CAP & PLUG EXISTING TEE.  
⑫ INSTALL 8" OR 12" X 45° WELD STEEL ELBOW AND CONCRETE THRUST BLOCK.  
⑮ REMOVE INTERFERING PORTION OF EXISTING 8" OR 12" WATER MAIN. INSTALL 8" OR 12" DUCTILE IRON SPOOL (MJ X MJ), CLASS 52 WITH RESTRAINED JOINTS AND CONNECT TO EXISTING 8" OR 12" DUCTILE IRON PIPE. SEE SHEETS 52 THRU 55, CASE AS APPLICABLE. EXACT POINT OF CONNECTION TO BE FIELD VERIFIED BY THE CONTRACTOR.  
⑱ PROTECT IN PLACE EXISTING FIRE HYDRANT, VALVE, ETC



**DATUMS:**  
THE BASIS OF HORIZONTAL CONTROL FOR THIS PROJECT IS THE CALIFORNIA COORDINATE SYSTEM NAD83 ZONE 5 (2007.0 EPOCH) DETERMINED LOCALLY BY THE FOLLOWING NGS POINTS: EW9587, EW9595 AND AA9327  
ELEVATIONS ARE BASED ON THE NAVD 1988 - SPECIFICALLY CITY OF LOS ANGELES BENCHMARKS 12-16091, 13-13450 AND 13-13352 (2000 ADJ)

M

Metro

PARSONS  
BRINCKERHOFF

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017  
PREPARED UNDER THE SUPERVISION OF:  
NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE

2' 1' 0' 2'

GRAPHIC SCALE  
VERTICAL SCALE: 1" = 2'

20' 10' 0' 20'

GRAPHIC SCALE  
HORIZONTAL SCALE: 1" = 20'

SCALE: AS SHOWN

F.B. NO. F.B. NO. PAGE -- TO --

DESIGNED C. MALDONADO DATE 02/07/14

DRAWN T. CABRERA DATE 02/07/14

CHECKED Z. MUDAR DATE 02/07/14

2/21/14 ISSUED FOR SOLICITATION ZM

DATE REVISION BY

C1056 AUR CONTRACT DRAWING NO. UW-017

PROJECT: BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE / LA CIENEGA STATION  
TEMPORARY WATER RELOCATION  
PLAN AND PROFILE  
STA 32+00

SUBMITTED DATE

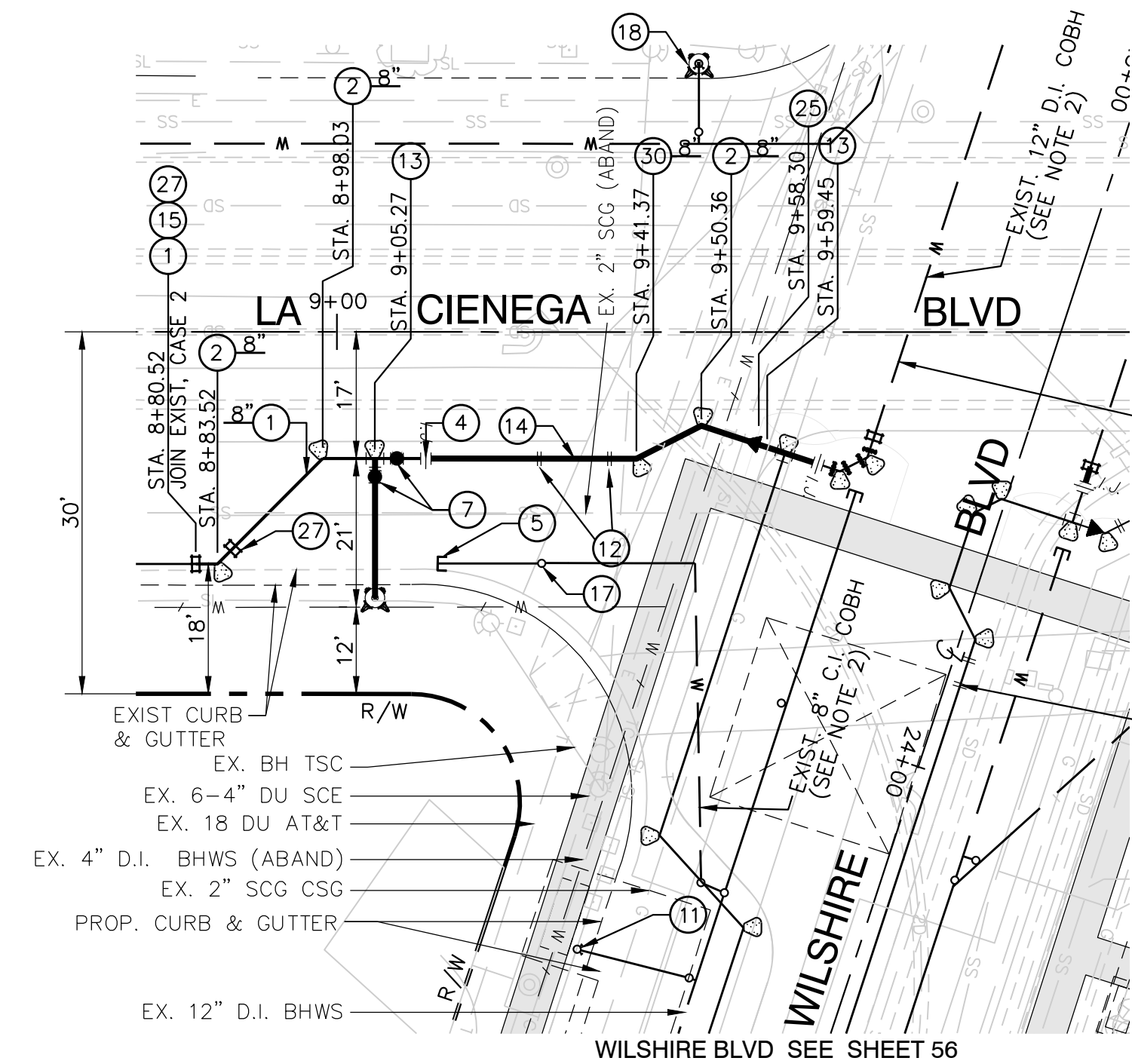
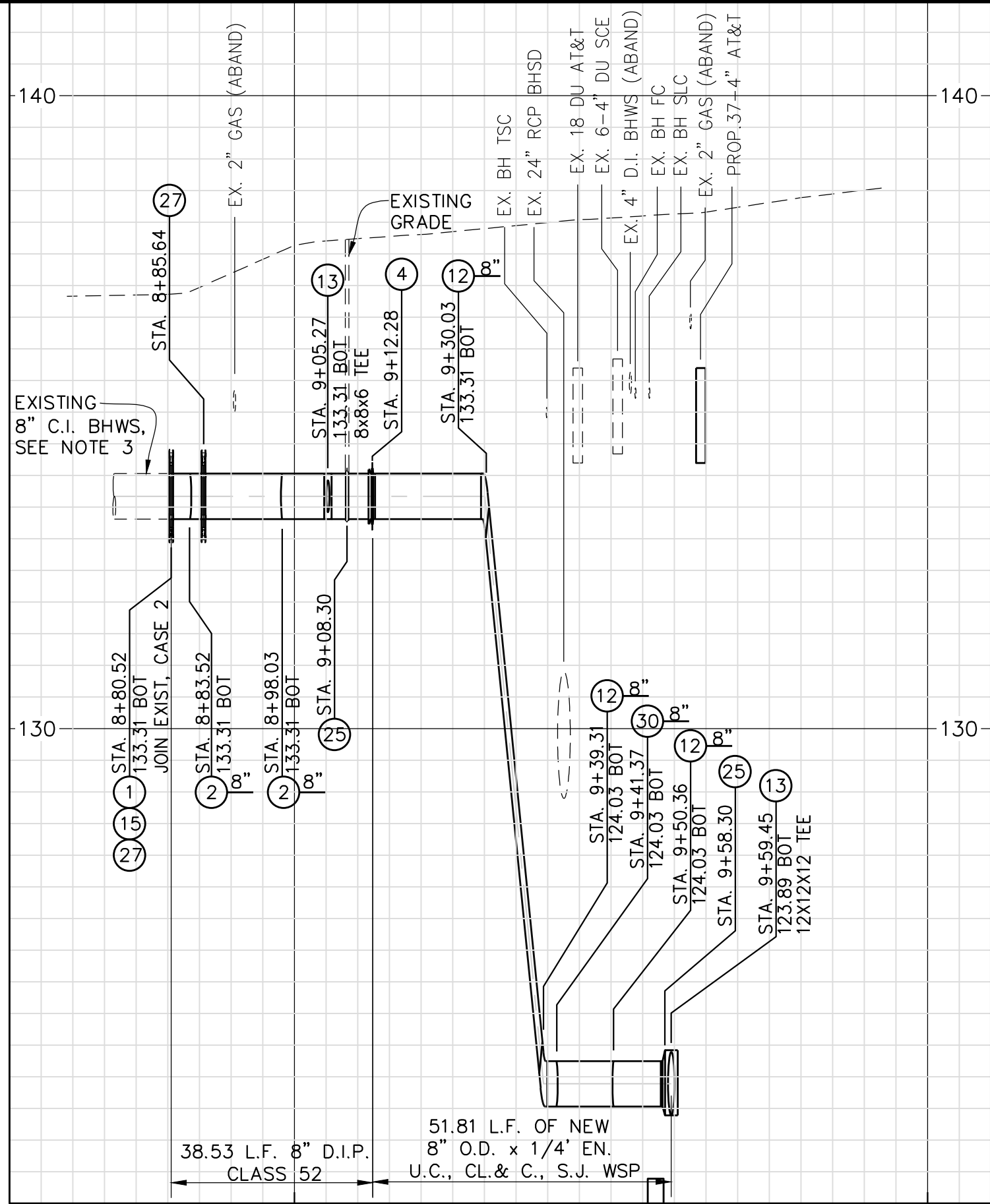
APPROVED DATE  
CITY ENGINEER

JOB NO. 1335

DRAWING NO. 7443  
SHEET 58 OF 76 SHEET

CITY OF BEVERLY HILLS, CALIFORNIA  
CIVIL ENGINEERING DEPARTMENT

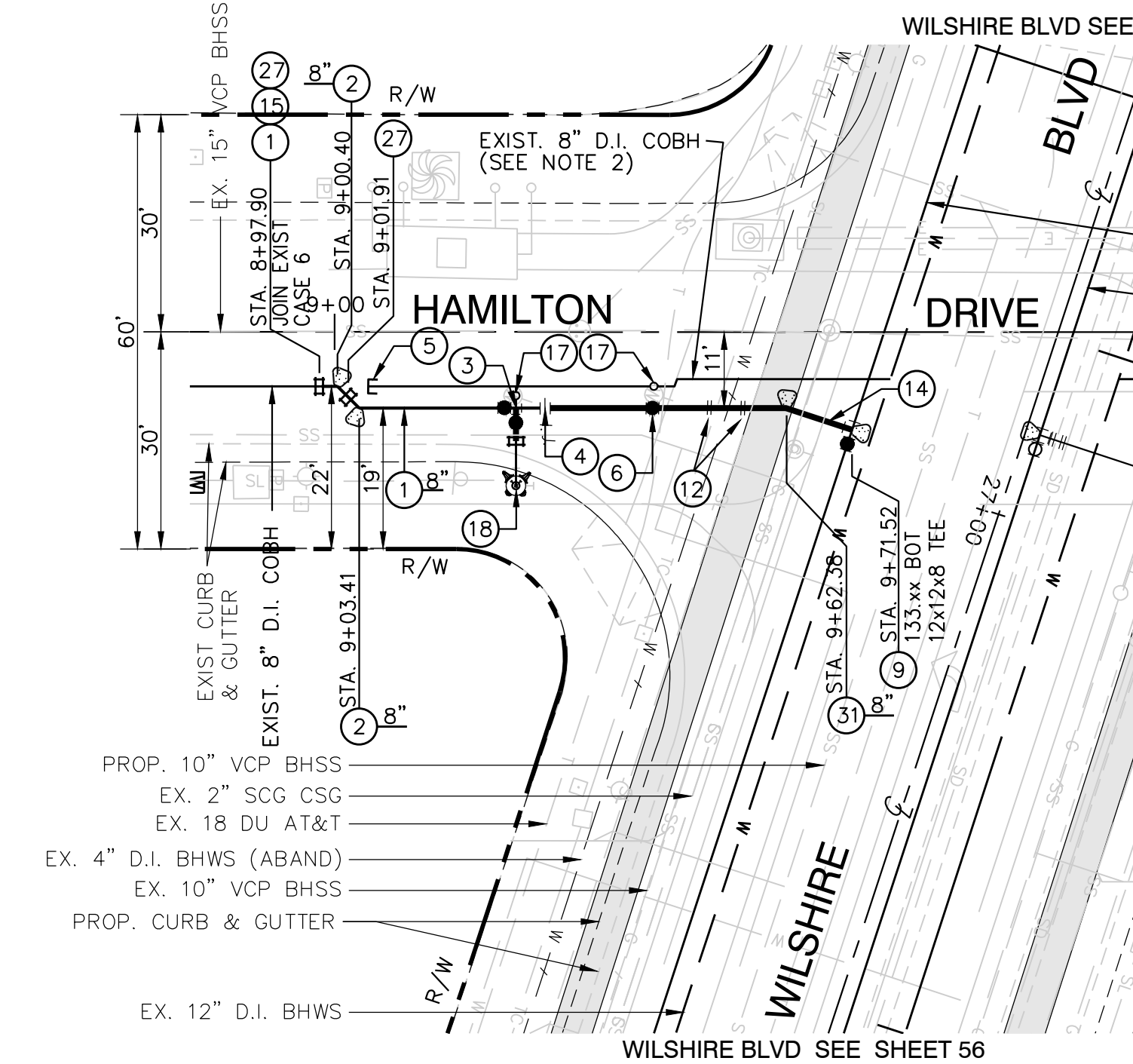
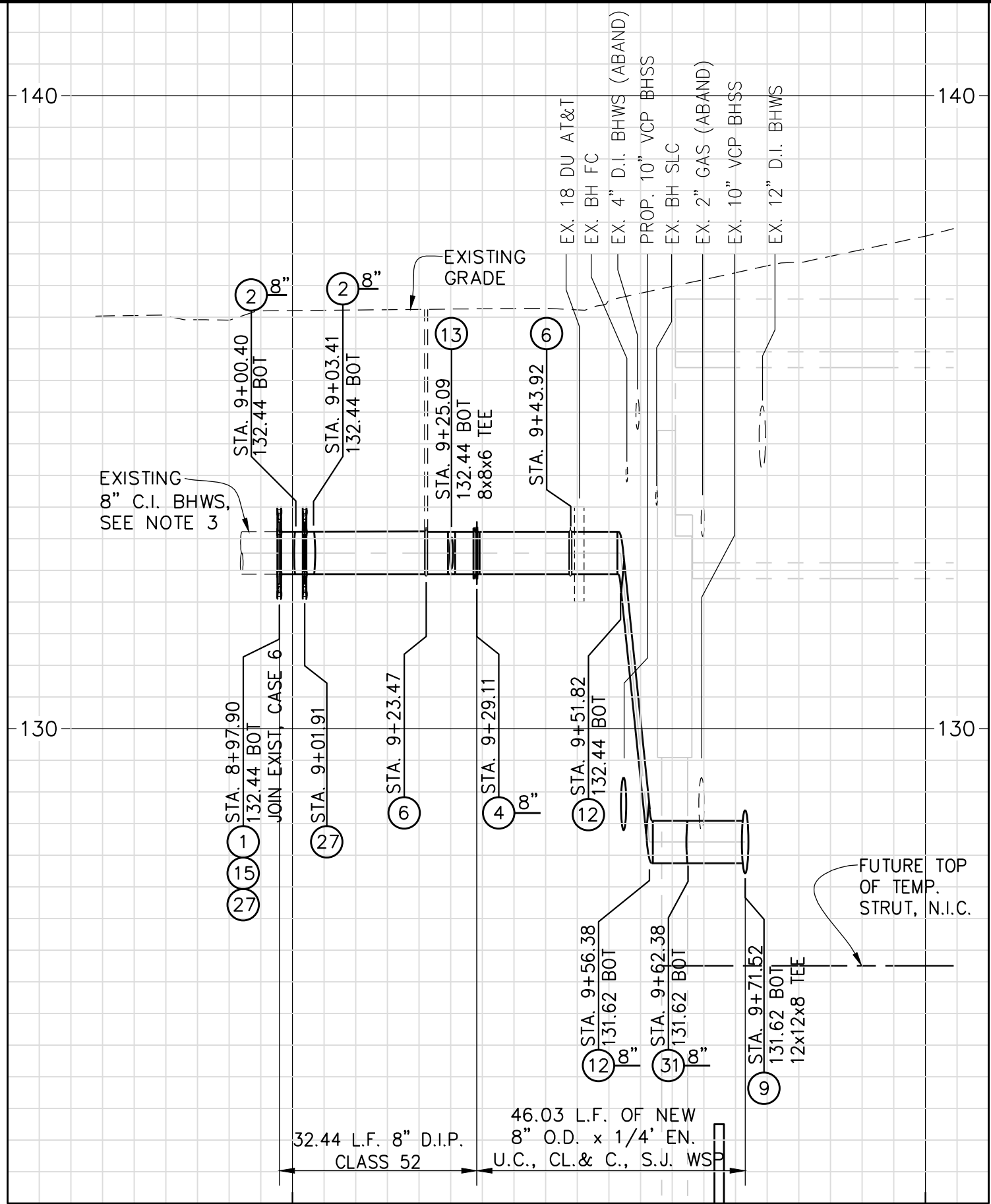
DWG Filename: L:\LAWS\BIA\WACBM\CA00\112 UTILITIES\CITY OF BH\BH WATER\PLANS & PROFILES\G1056\UW017.DWG Plot Date & Time: 2/19/2014 8:52:58 PM Plotted by: Nacion,Reque



**DATUMS:**

THE BASIS OF HORIZONTAL CONTROL FOR THIS PROJECT IS THE CALIFORNIA COORDINATE SYSTEM NAD83 ZONE 5 (2007.0 EPOCH) DETERMINED LOCALLY BY THE FOLLOWING NGS POINTS: EW9587, EW9595 AND AA9327

ELEVATIONS ARE BASED ON THE NAVD 1988 - SPECIFICALLY CITY OF LOS ANGELES BENCHMARKS 12-16091, 13-13450 AND 13-13352 (2000 ADJ)



HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

**ABBREVIATIONS:**

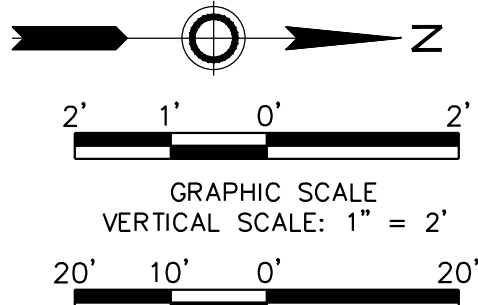
BH =CITY OF BEVERLY HILLS  
EX. =EXISTING  
J.C. =JUNCTION CHAMBER  
N.I.C. =NOT IN CONTRACT  
PROP. =PROPOSED

**NOTE:**

- TRENCHING SHALL BE PER CITY STANDARD BH 710, MODIFIED WITH CLSM PER S.S.P.W.C. 201-6 SAND SLURRY BACKFILL. ALSO SEE TYPICAL TRENCH SECTION DETAIL AND TYPICAL SUBSTRUCTURE CROSSING DETAIL ON SHEET 55 FOR PIPE CLEARANCE TO EXISTING WATERLINE. INSTALL 2" BLOW-OFF ASSEMBLY AS REQUIRED FOR PRESSURE TESTING.
- EXISTING WATER IS TO BE PROTECTED IN PLACE DURING CONSTRUCTION OF NEW WATER PIPE AND TO BE ABANDONED IN PLACE AFTER NEW WATER HAS BEEN PUT INTO SERVICE. ABANDONED WATER IS TO BE REMOVED BY OTHERS PER SEPARATE FUTURE CONTRACT.
- EXISTING WATER MAIN DEPTH IS APPROXIMATE. THE CONTRACTOR IS TO CONFIRM THE ACTUAL PIPE LOCATION, VERTICAL AND HORIZONTAL, PRIOR TO CONSTRUCTION.

**CONSTRUCTION NOTES:**

- INSTALL 8" OR 12" DUCTILE IRON PIPE CLASS 52. SEE NOTE 1
- INSTALL 8" OR 12" DUCTILE IRON PIPE 45° ANGLE FITTINGS (MJ X MJ) CLASS 52, WITH RESTRAINED JOINTS. INSTALL THRUST BLOCK.
- INSTALL 8"x8"x6" DUCTILE IRON PIPE TEE (MJ X FLG) FITTING CLASS 52, WITH RESTRAINED JOINTS PER CITY STANDARD BH 705 FOR FIRE HYDRANTS.
- INSTALL 8" OR 12" PRE ASS'D INSULATING FLANGE TYPE I-E.
- CAP EXISTING LINE WITH CONCRETE MORTAR PER CITY STANDARD BH 708 AND ABANDON IN PLACE.
- INSTALL 8" BUTTERFLY VALVE (FLG X FLG), CLASS 150. INSTALL VALVE BOX ASSEMBLY PER CITY STANDARD PLAN BH 707.
- INSTALL 12" X 12" X 8" FLANGED STEEL TEE, WITH RESTRAINED JOINTS.
- REMOVE EXISTING F.H. ASSEMBLY, ON F.H. LATERAL, REMOVE F.H. GATE VALVE, REMOVE AND DISPOSE OF EXISTING VALVE CAN AND COVER, CAP & PLUG EXISTING TEE.
- INSTALL 8" OR 12" X 45° WELDED STEEL ELBOW AND CONCRETE THRUST BLOCK.
- INSTALL 8" X 8" X 6" OR 12" X 12" X 12" FLANGED STEEL TEE, WITH RESTRAINED JOINTS.
- INSTALL 8-5/8" O.D. X 1/4" EN. UC., C.L. & C., S.J. WELDED STEEL PIPE. SEE NOTE 1.
- REMOVE INTERFERING PORTION OF EXISTING 8" OR 12" WATER MAIN. INSTALL 8" OR 12" DUCTILE IRON SPOOL (MJ X MJ), CLASS 52 WITH RESTRAINED JOINTS AND CONNECT TO EXISTING 8" OR 12" DUCTILE IRON PIPE. SEE SHEETS 52 THRU 55, CASE AS APPLICABLE. EXACT POINT OF CONNECTION TO BE FIELD VERIFIED BY THE CONTRACTOR.
- REMOVE AND DISPOSE OF EXISTING VALVE CAN COVER.
- PROTECT IN PLACE EXISTING FIRE HYDRANT, VALVE, ETC.
- INSTALL 12" X 8" REDUCER
- INSTALL 6", 8" OR 12" COMPRESSION COUPLING.
- INSTALL 8" X 26.9" WELDED STEEL ELBOW
- INSTALL 8" X 18.2" WELDED STEEL ELBOW



GRAPHIC SCALE  
HORIZONTAL SCALE: 1" = 20'

SCALE: AS SHOWN

F.B. NO. F.B. NO. PAGE -- TO --

DESIGNED C. MALDONADO DATE 02/07/14

DRAWN T. CABRERA DATE 02/07/14

CHECKED Z. MUDAR DATE 02/07/14

2/21/14 ISSUED FOR SOLICITATION ZM

DATE REVISION BY

C1056 AUR CONTRACT DRAWING NO. UW-018

PROJECT: BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE / LA CIENEGA STATION  
TEMPORARY WATER RELOCATION  
PLAN AND PROFILE  
STA 9+00 TO STA 10+00

SUBMITTED DATE

APPROVED DATE

CITY ENGINEER

JOB NO. 1335 DRAWING NO. 7443

SHEET 59 OF 76 SHEET

CITY OF BEVERLY HILLS, CALIFORNIA  
CIVIL ENGINEERING DEPARTMENT



Metro

PARSONS  
BRINCKERHOFF

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

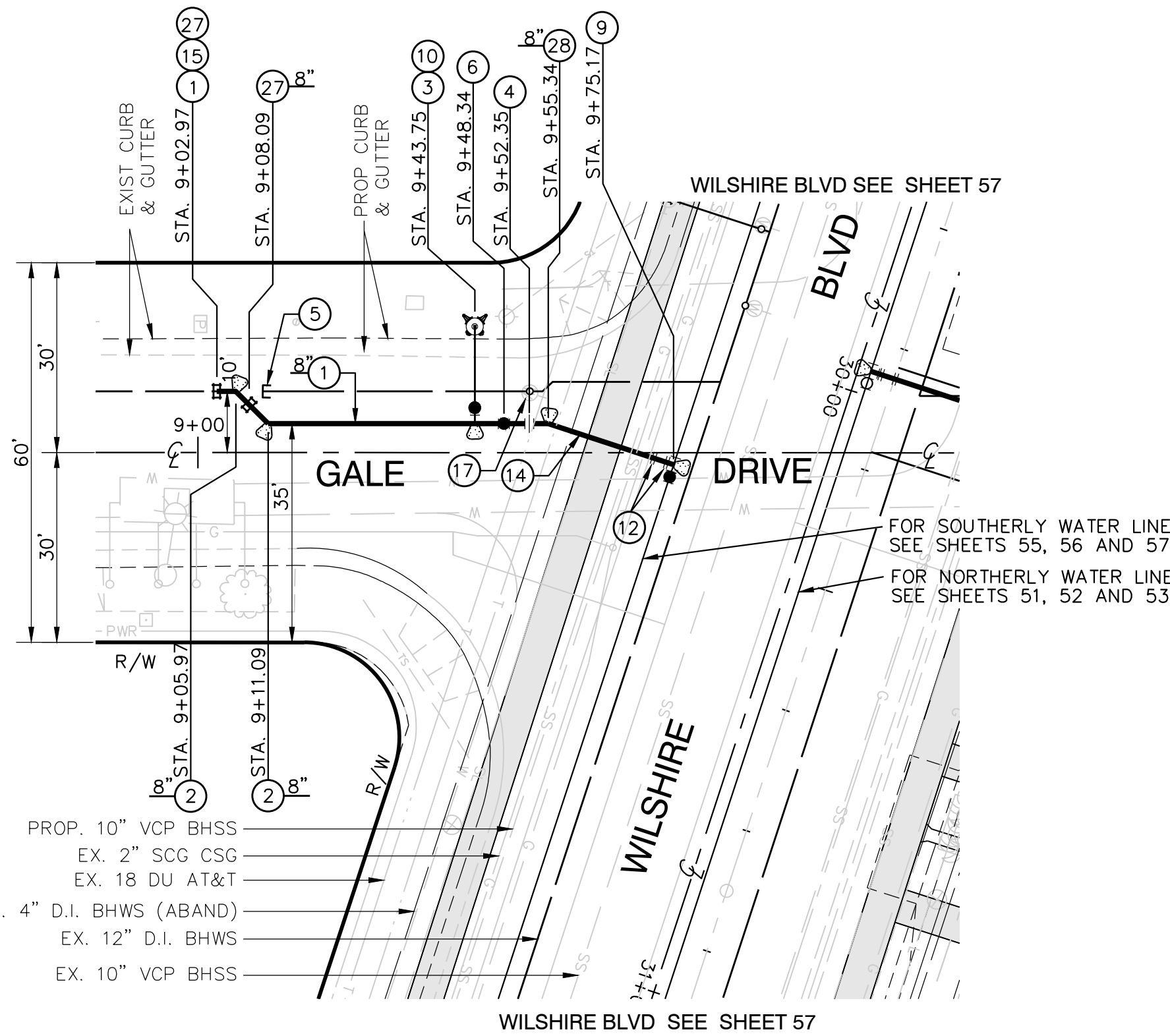
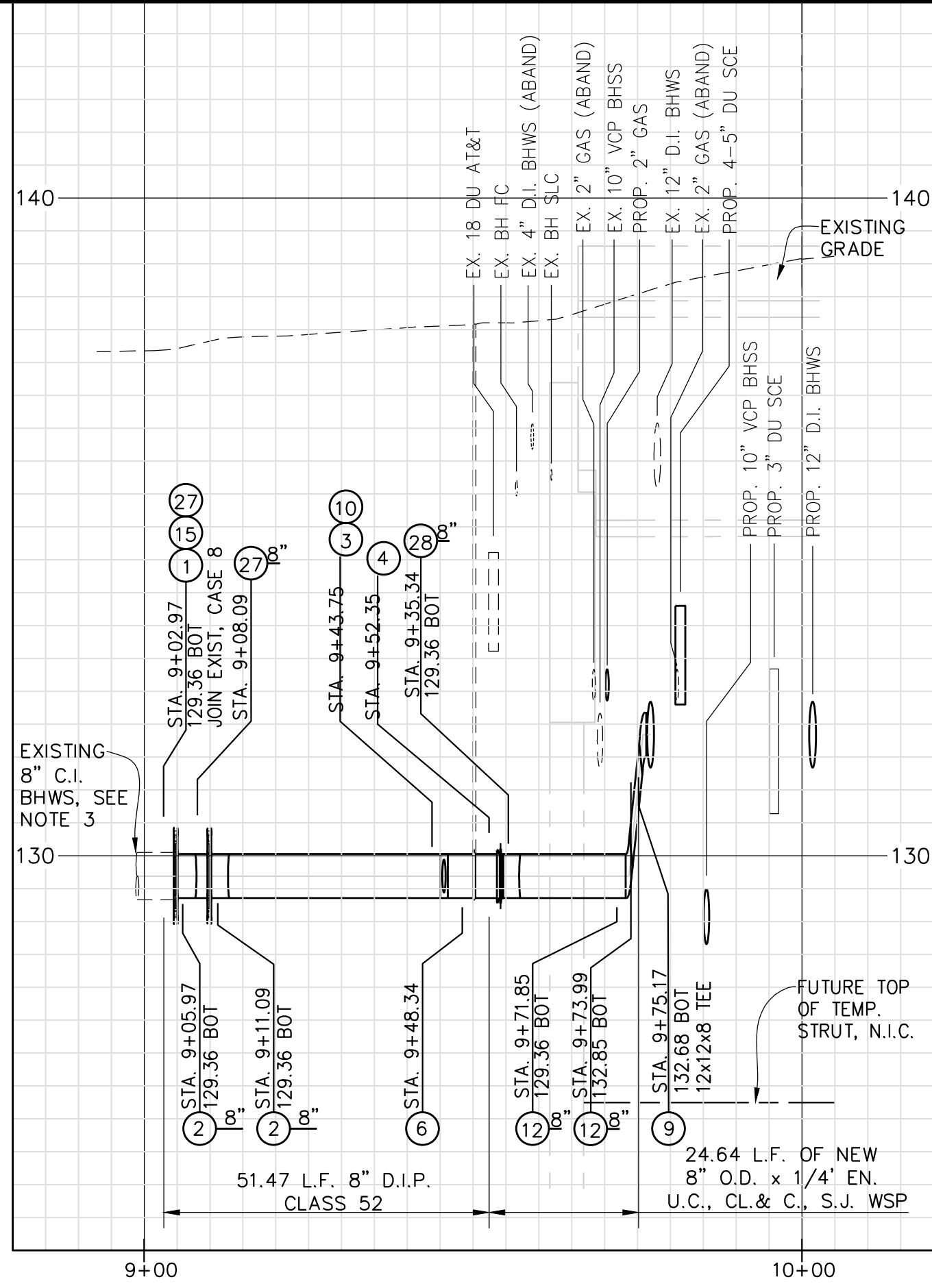
777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE



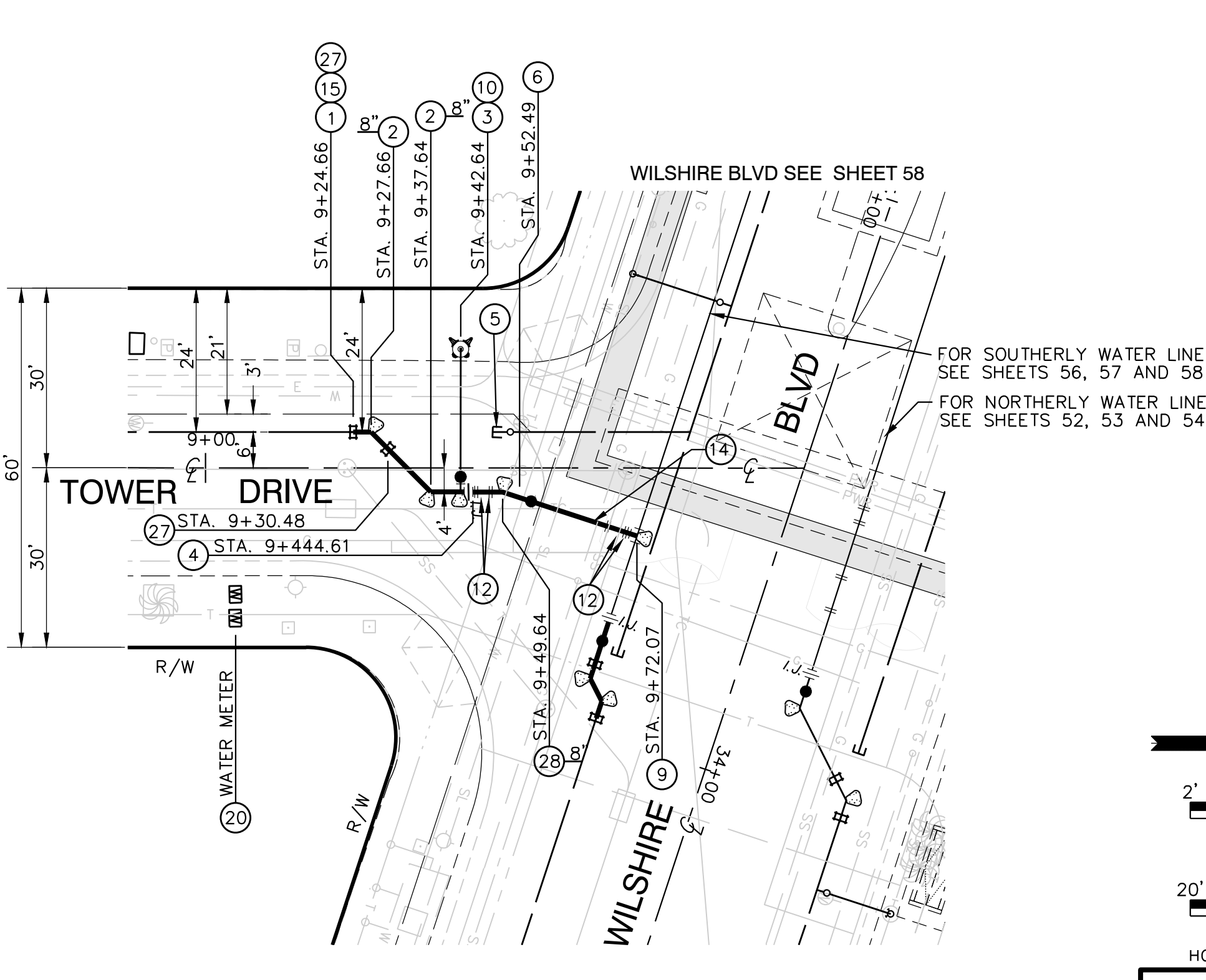
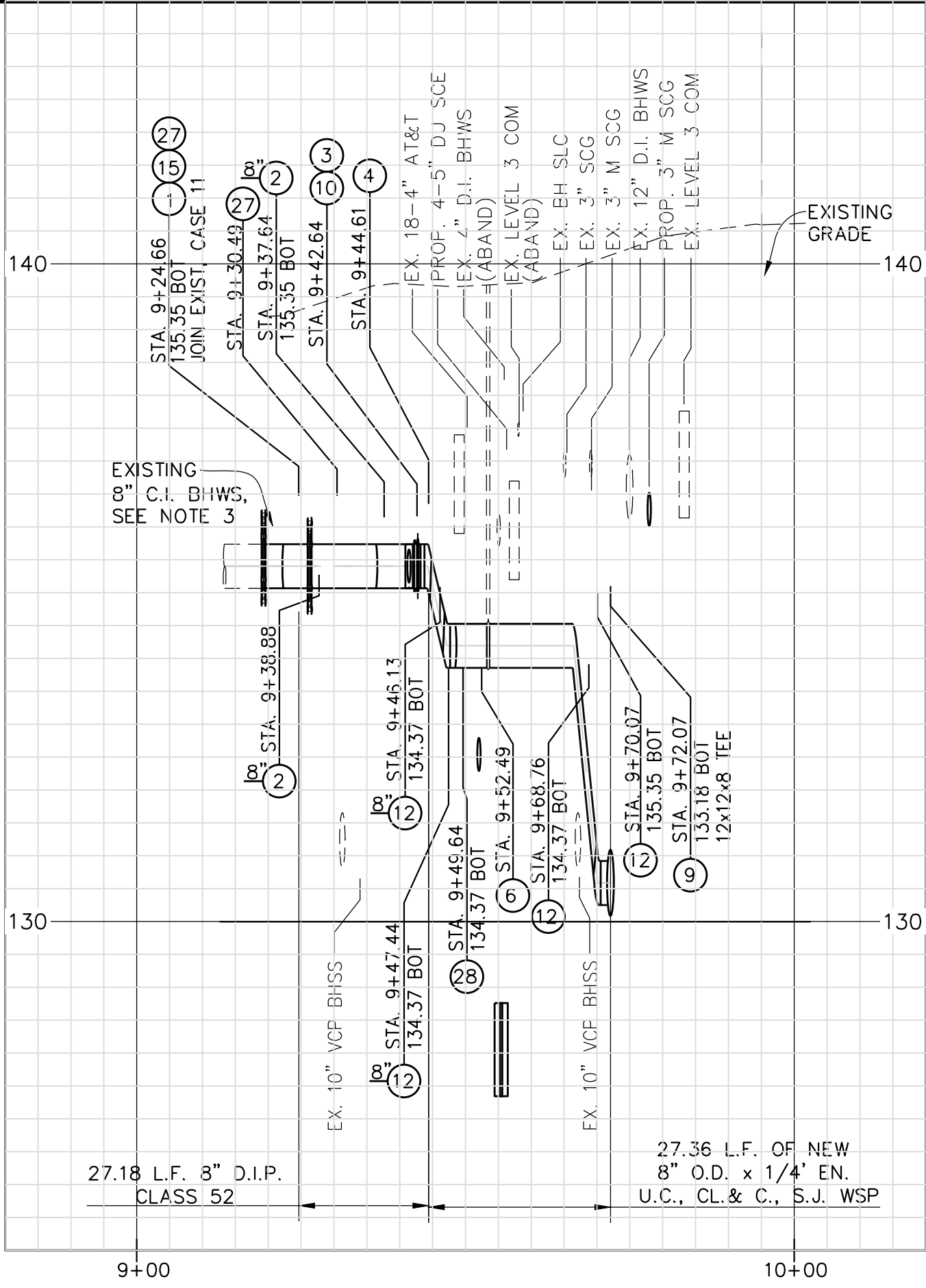




**DATUMS:**

THE BASIS OF HORIZONTAL CONTROL FOR THIS PROJECT IS THE CALIFORNIA COORDINATE SYSTEM NAD83 ZONE 5 (2007.0 EPOCH) DETERMINED LOCALLY BY THE FOLLOWING NGS POINTS: EW9587, EW9595 AND AA9327

ELEVATIONS ARE BASED ON THE NAVD 1988 - SPECIFICALLY CITY OF LOS ANGELES BENCHMARKS 12-16091, 13-13450 AND 13-13352 (2000 ADJ)



HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

**ABBREVIATIONS:**

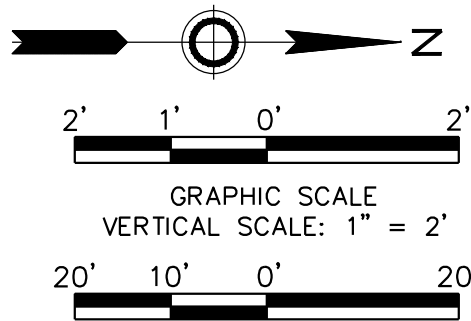
BH =CITY OF BEVERLY HILLS  
EX. =EXISTING  
J.C. =JUNCTION CHAMBER  
N.I.C. =NOT IN CONTRACT  
PROP. =PROPOSED

**NOTE:**

- TRENCHING SHALL BE PER CITY STANDARD BH 710, MODIFIED WITH CLSM PER S.S.P.W.C. 201-6 SAND SLURRY BACKFILL. ALSO SEE TYPICAL TRENCH SECTION DETAIL AND TYPICAL SUBSTRUCTURE CROSSING DETAIL ON SHEET 55 FOR PIPE CLEARANCE TO EXISTING WATERLINE. INSTALL 2" BLOW-OFF ASSEMBLY AS REQUIRED FOR PRESSURE TESTING.
- EXISTING WATER IS TO BE PROTECTED IN PLACE DURING CONSTRUCTION OF NEW WATER PIPE AND TO BE ABANDONED IN PLACE AFTER NEW WATER HAS BEEN PUT INTO SERVICE. ABANDONED WATER IS TO BE REMOVED BY OTHERS PER SEPARATE FUTURE CONTRACT.
- EXISTING WATER MAIN DEPTH IS APPROXIMATE. THE CONTRACTOR IS TO CONFIRM THE ACTUAL PIPE LOCATION, VERTICAL AND HORIZONTAL, PRIOR TO CONSTRUCTION.

**CONSTRUCTION NOTES:**

- INSTALL 8" OR 12" DUCTILE IRON PIPE CLASS 52. SEE NOTE 1
- INSTALL 8" OR 12" DUCTILE IRON PIPE 45° ANGLE FITTINGS (MJ X MJ) CLASS 52, WITH RESTRAINED JOINTS. INSTALL THRUST BLOCK.
- INSTALL 8"x8"x6" DUCTILE IRON PIPE TEE (MJ X FLG) FITTING CLASS 52, WITH RESTRAINED JOINTS PER CITY STANDARD BH 705 FOR FIRE HYDRANTS.
- INSTALL 8" OR 12" PRE ASS'D INSULATING FLANGE TYPE I-E.
- CAP EXISTING LINE WITH CONCRETE MORTAR PER CITY STANDARD BH 708 AND ABANDON IN PLACE.
- INSTALL 8" BUTTERFLY VALVE (FLG X FLG), CLASS 150. INSTALL VALVE BOX ASSEMBLY PER CITY STANDARD PLAN BH 707.
- INSTALL 12" X 12" X 8" FLANGED STEEL TEE, WITH RESTRAINED JOINTS.
- INSTALLATION OF FIRE HYDRANT PER CITY STANDARD BH 703 & BH 705
- INSTALL 8" OR 12" X 45° WELD STEEL ELBOW AND CONCRETE THRUST BLOCK.
- INSTALL 8-5/8" O.D. X 1/4" EN. UC., C.L. & C., S.J. WELDED STEEL PIPE. SEE NOTE 1.
- REMOVE INTERFERING PORTION OF EXISTING 8" OR 12" WATER MAIN. INSTALL 8" OR 12" DUCTILE IRON SPOOL (MJ X MJ), CLASS 52 WITH RESTRAINED JOINTS AND CONNECT TO EXISTING 8" OR 12" DUCTILE IRON PIPE. SEE SHEETS 52 THRU 55, CASE AS APPLICABLE. EXACT POINT OF CONNECTION TO BE FIELD VERIFIED BY THE CONTRACTOR.
- REMOVE AND DISPOSE OF EXISTING VALVE CAN COVER.
- EXISTING SERVICES SHALL BE REALIGNED AND RECONNECTED TO THEIR RESPECTIVE METER BOXES. MAINTAIN A MINIMUM 18" SEPARATION BETWEEN SERVICES.
- INSTALL 6", 8" OR 12" COMPRESSION COUPLING.
- INSTALL 8" X 18.1" WELDED STEEL ELBOW



GRAPHIC SCALE HORIZONTAL SCALE: 1" = 20'	SCALE: AS SHOWN
F.B. NO. F.B. NO. PAGE -- TO --	
DESIGNED C. MALDONADO DATE 02/07/14	
DRAWN T. CABRERA DATE 02/07/14	
CHECKED Z. MUDAR DATE 02/07/14	
2/21/14 ISSUED FOR SOLICITATION	ZM
DATE	REVISION BY

C1056 AUR CONTRACT DRAWING NO. UW-019

PROJECT: BEVERLY HILLS  
**WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS**  
WILSHIRE / LA CIENEGA STATION  
TEMPORARY WATER RELOCATION  
PLAN AND PROFILE  
STA 9+00 TO STA 10+00

SUBMITTED \_\_\_\_\_ DATE \_\_\_\_\_  
APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER  
JOB NO. 1335 DRAWING NO. 7443  
SHEET 60 OF 76 SHEET  
CITY OF BEVERLY HILLS, CALIFORNIA  
CIVIL ENGINEERING DEPARTMENT



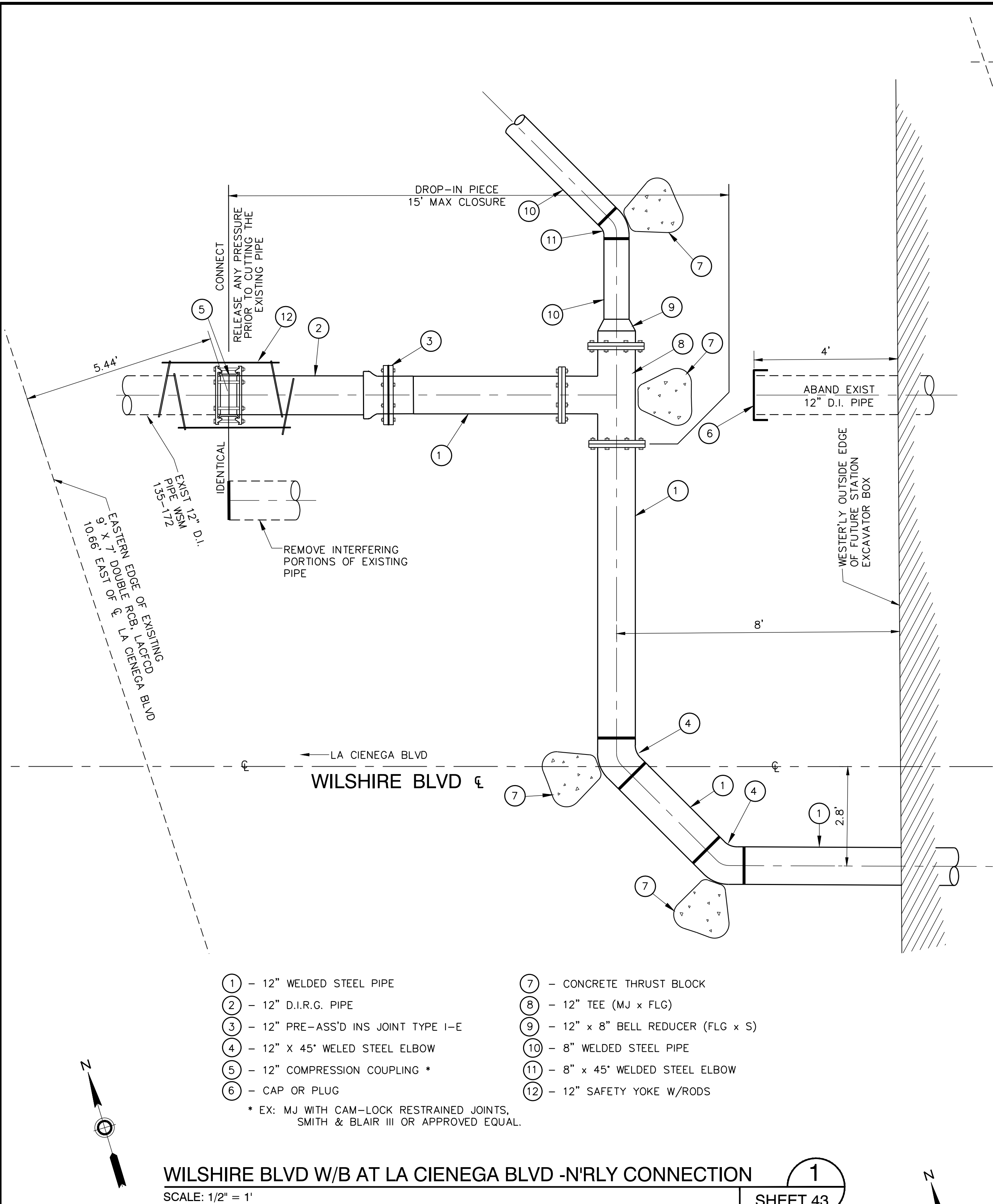
LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

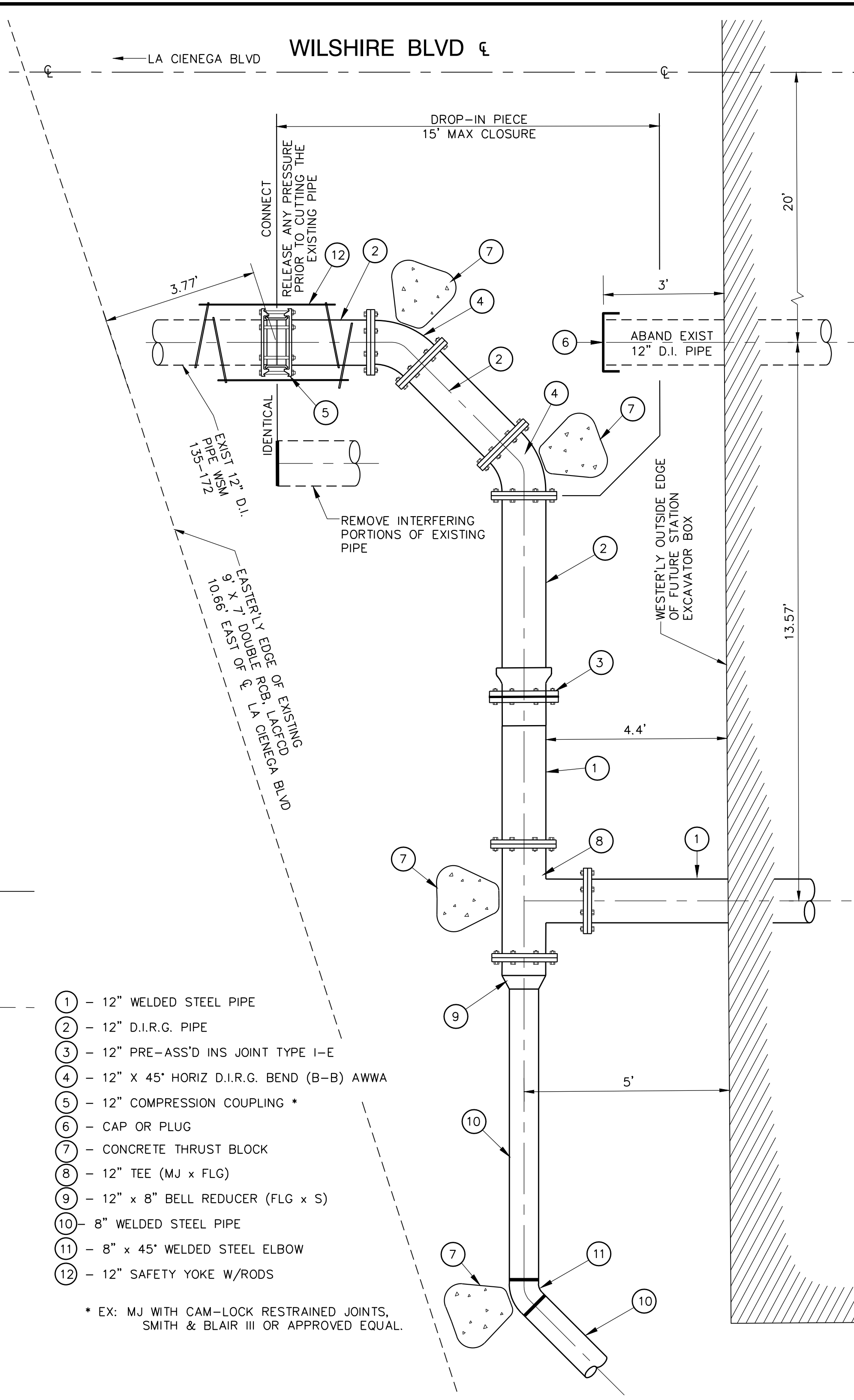
NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE





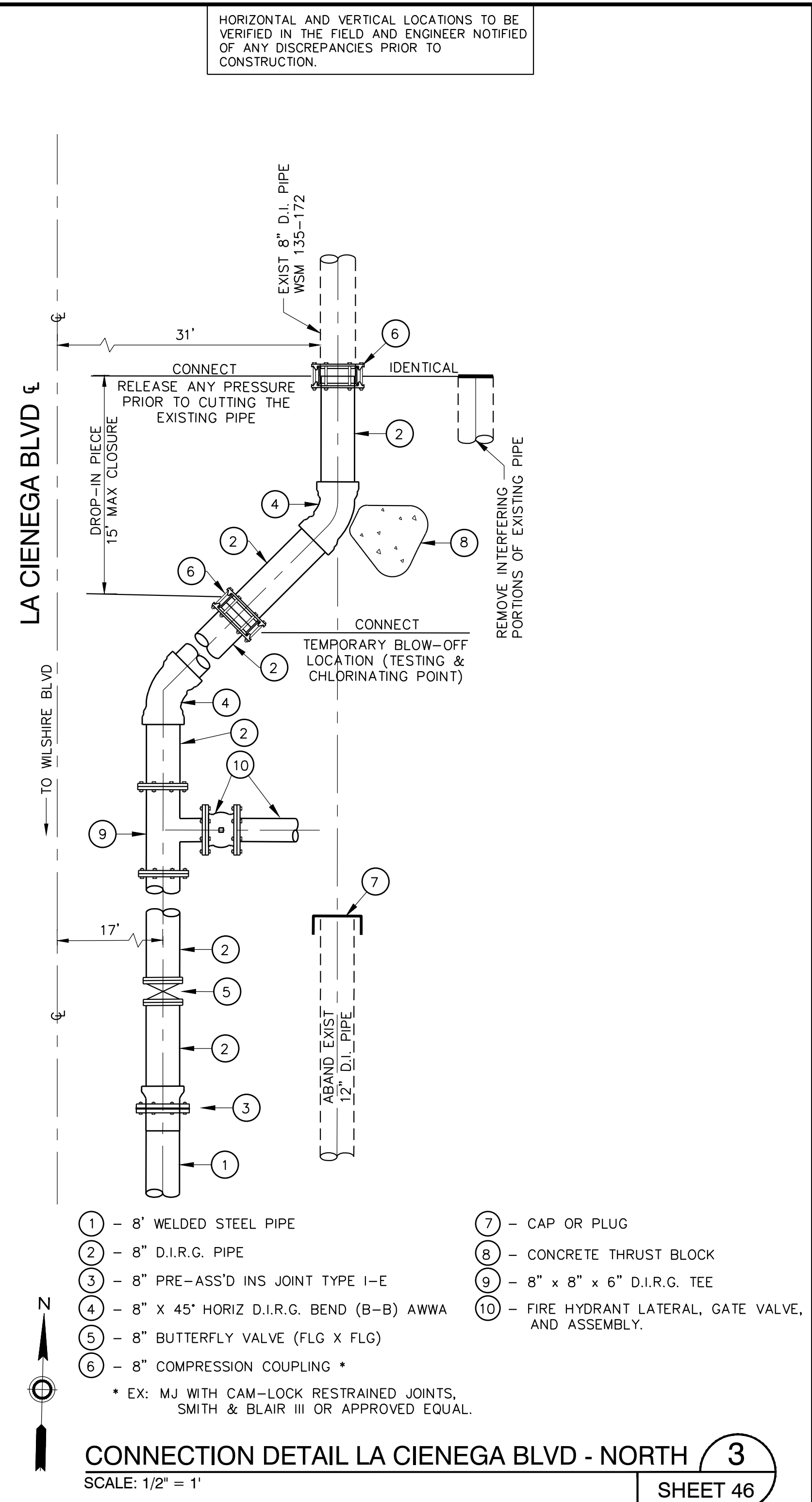
WILSHIRE BLVD W/B AT LA CIENEGA BLVD -N'RLY CONNECTION  
SCALE: 1/2" = 1'

1  
SHEET 43



WILSHIRE BLVD W/B AT LA CIENEGA BLVD -SOUTH CONNECTION  
SCALE: 1/2" = 1'

2  
SHEET 47



CONNECTION DETAIL LA CIENEGA BLVD - NORTH  
SCALE: 1/2" = 1'

3  
SHEET 46



LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

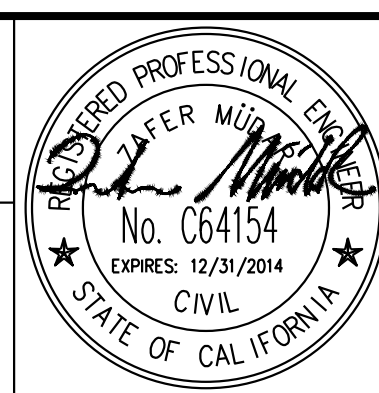
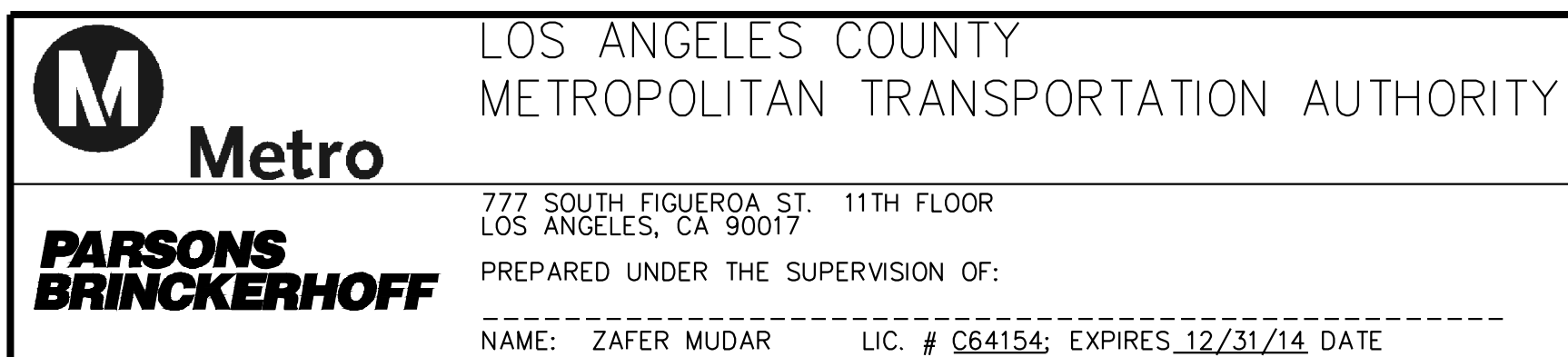
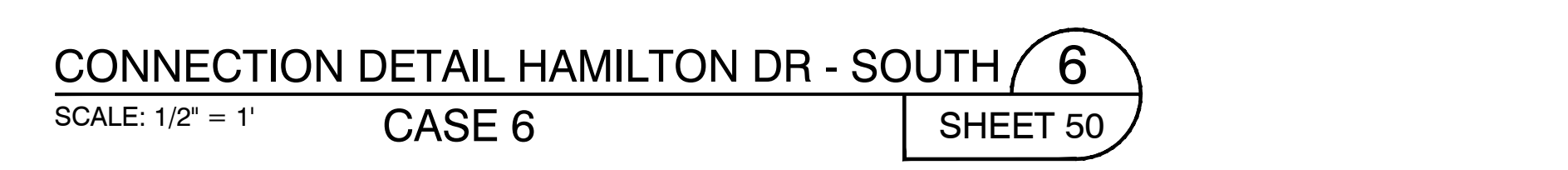
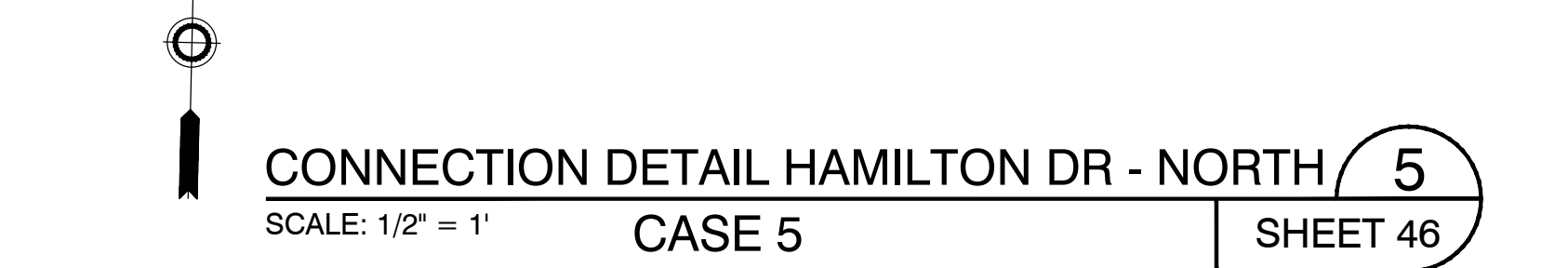
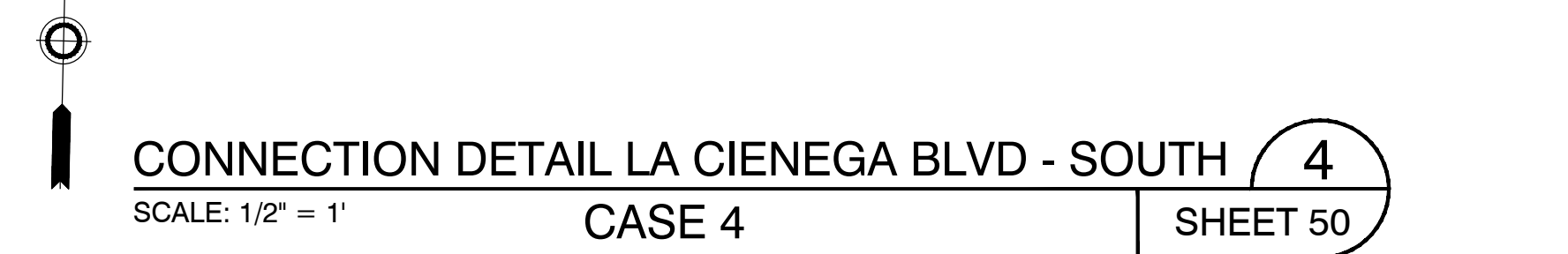
NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE



SCALE: AS SHOWN			
F.B. NO.	F.B. NO.	PAGE	TO
DESIGNED	C. MALDONADO	DATE	02/07/14
DRAWN	T. CABRERA	DATE	02/07/14
CHECKED	Z. MUDAR	DATE	02/07/14
DATE	2/21/14	ISSUED FOR SOLICITATION	ZM
REVISION		BY	

C1056 AUR CONTRACT DRAWING NO. UW-020	
PROJECT: BEVERLY HILLS	
WESTSIDE SUBWAY EXTENSION	
ADVANCED UTILITY RELOCATIONS	
WILSHIRE / LA CIENEGA STATION	
TEMPORARY WATER RELOCATION	
CONNECTION DETAILS	
SUBMITTED	DATE
APPROVED	DATE
CITY ENGINEER	
JOB NO. 1335	DRAWING NO. 7443
SHEET 61 OF 76 SHEET	
CITY OF BEVERLY HILLS, CALIFORNIA	
CIVIL ENGINEERING DEPARTMENT	

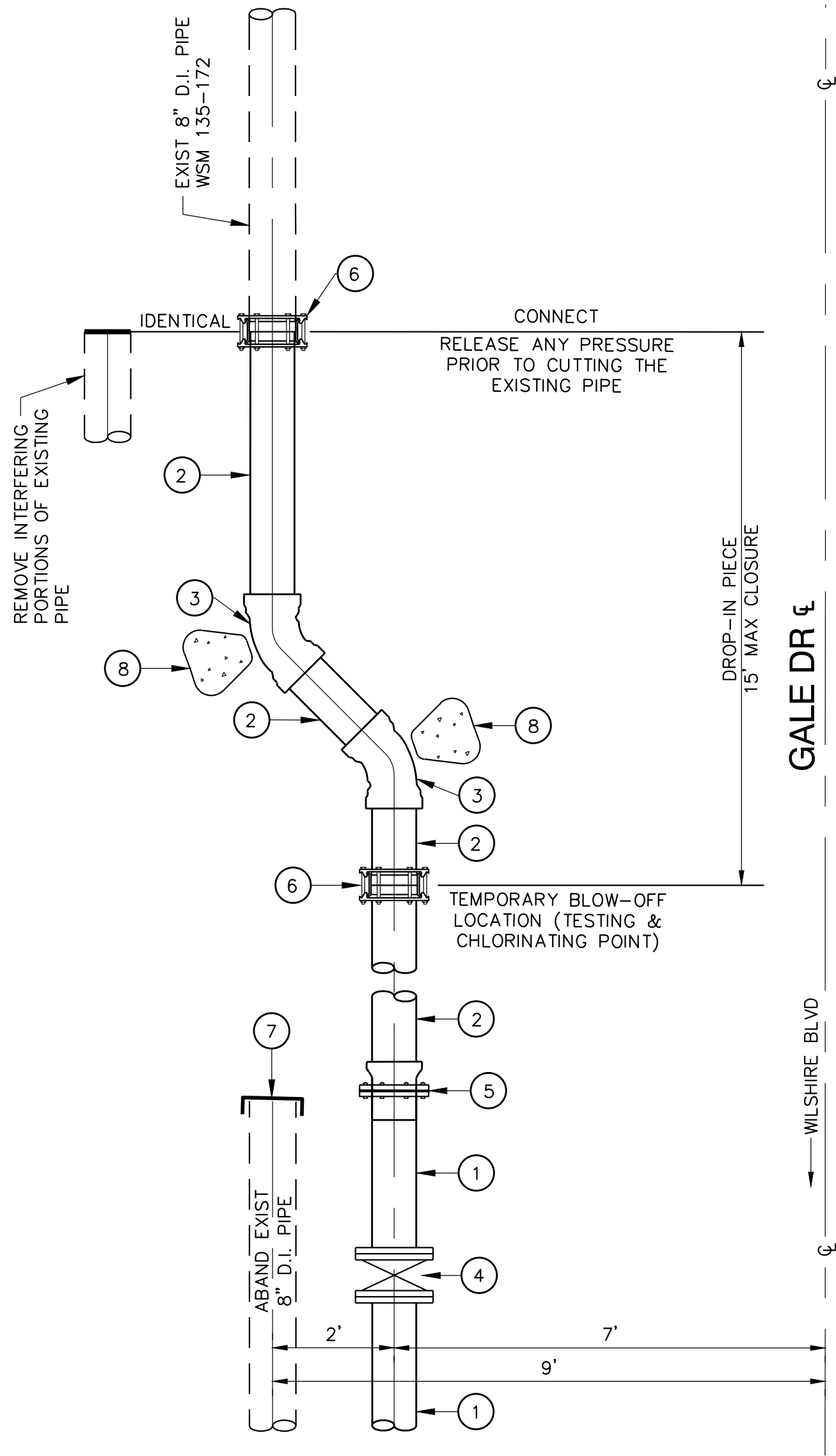
DWG: Titlepage: L:\LAWSBIA\WACBM\CA00\112 UTILITIES\G1056\BHV\BHVWATERDETAILS\G1056UW020.DWG Plot Date & Time: 2/19/2014 8:53:26 PM Plotted by: Nation/Reque



C1056 AUR CONTRACT DRAWING NO. UW-021	
PROJECT:	BEVERLY HILLS
<h1 style="margin: 0;">WESTSIDE SUBWAY EXTENSION</h1> <h2 style="margin: 0;">ADVANCED UTILITY RELOCATIONS</h2> <p style="margin: 10px 0 0 0;">                     WILSHIRE / LA CIENEGA STATION                      TEMPORARY WATER RELOCATION                      CONNECTION DETAILS                 </p>	
SUBMITTED _____	DATE _____
APPROVED _____	DATE _____
CITY ENGINEER _____	
JOB NO.                 1335	DRAWING NO.         7443
SHEET 62 OF 76 SHEET	
<h3 style="margin: 0;">CITY OF BEVERLY HILLS, CALIFORNIA</h3> <p style="margin: 0;">CIVIL ENGINEERING DEPARTMENT</p>	

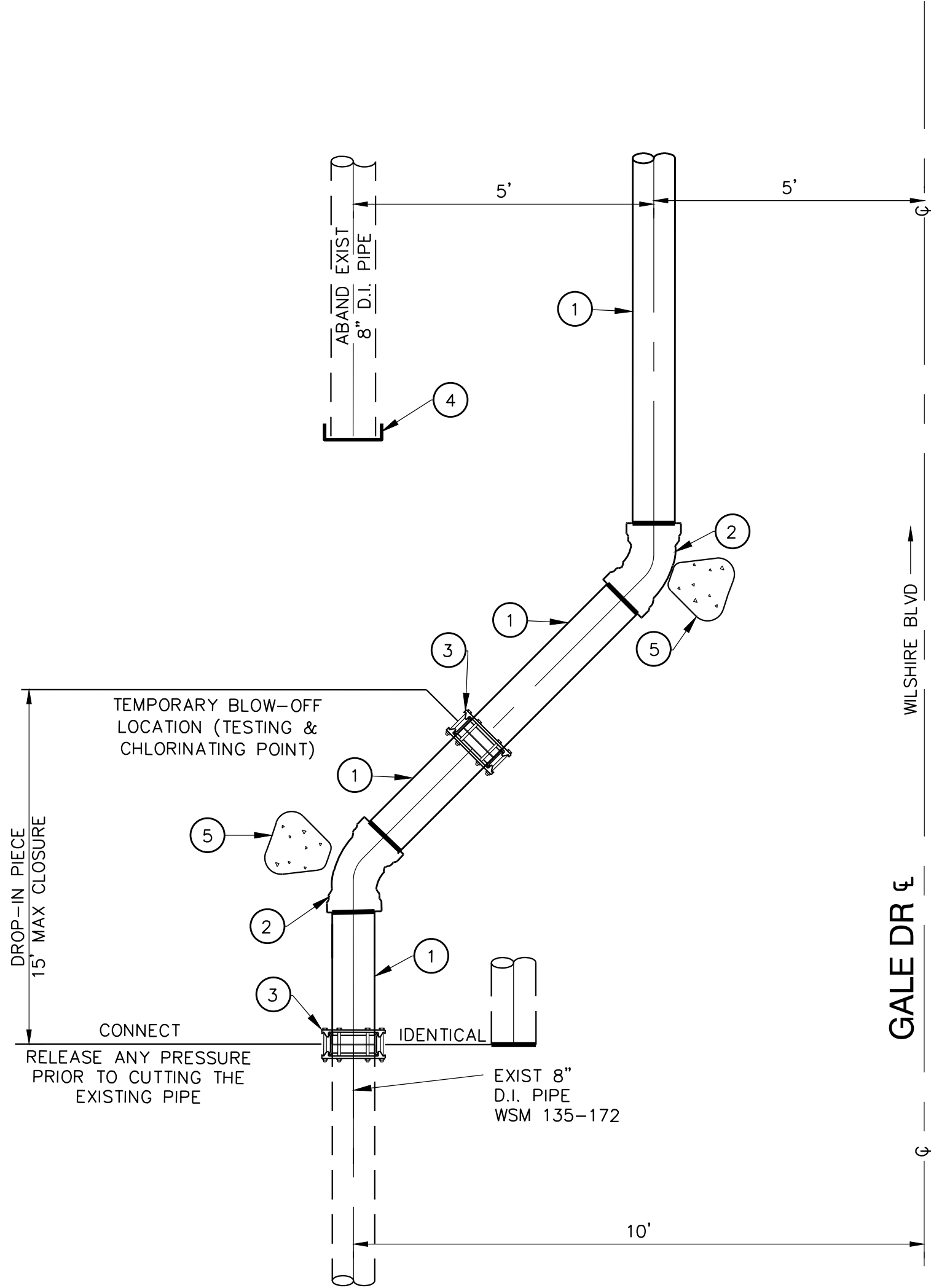


HORIZONTAL AND VERTICAL LOCATIONS TO BE  
VERIFIED IN THE FIELD AND ENGINEER NOTIFIED  
OF ANY DISCREPANCIES PRIOR TO  
CONSTRUCTION.



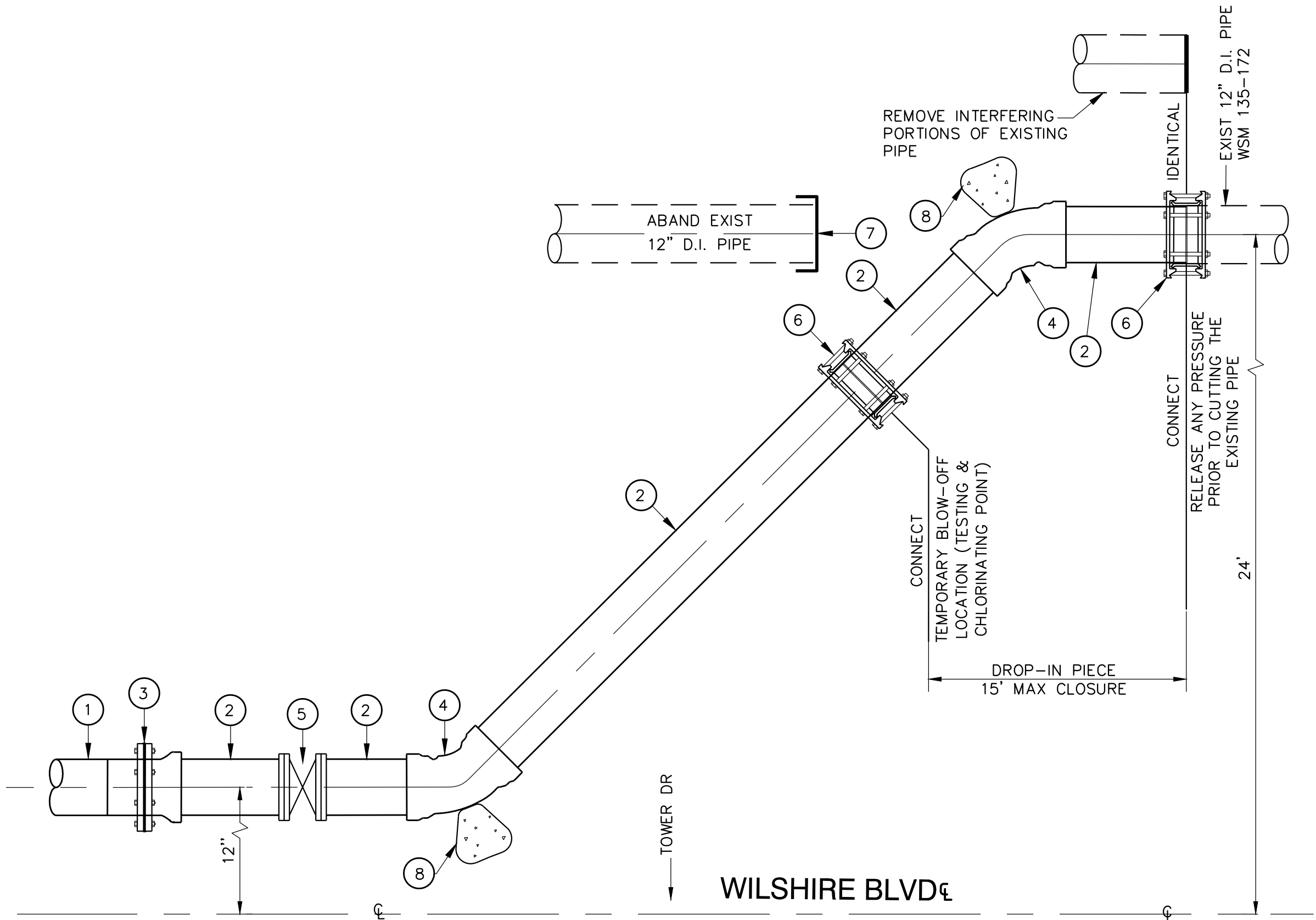
- 1 - 8" WELDED STEEL PIPE
  - 2 - 8" D.I. R.G. PIPE
  - 3 - 8" X 45° HORIZ D.I.R.G. BEND (B-B) AWWA
  - 4 - 8" BUTTERFLY VALVE (FLG X FLG)
  - 5 - 8" PRE ASS'D INS. JOINT TYPE I-E
  - 6 - 8" COMPRESSION COUPLING \*
  - 7 - CAP OR PLUG
  - 8 - CONCRETE THRUST BLOCK
- \* EX: MJ WITH CAM-LOCK RESTRAINED JOINTS,  
SMITH & BLAIR III OR APPROVED EQUAL.

CONNECTION DETAIL GALE DR - NORTH **7**  
SCALE: 1/2" = 1' CASE 7 SHEET 46



- 1 - 8" D.I.R.G. PIPE
  - 2 - 8" X 45° HORIZ D.I.R.G. BEND (B-B) AWWA
  - 3 - 8" COMPRESSION COUPLING \*
  - 4 - CAP OR PLUG
  - 5 - CONCRETE THRUST BLOCK
- \* EX: MJ WITH CAM-LOCK RESTRAINED JOINTS,  
SMITH & BLAIR III OR APPROVED EQUAL.

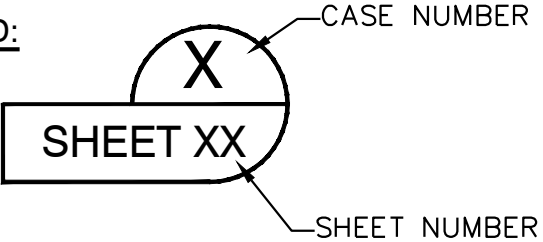
CONNECTION DETAIL GALE DR - SOUTH **8**  
SCALE: 1/2" = 1' CASE 8 SHEET 51



- 1 - 12" WELDED STEEL PIPE
  - 2 - 12" D.I.R.G. PIPE
  - 3 - 12" PRE-ASS'D INS JOINT TYPE I-E
  - 4 - 12" X 45° HORIZ D.I.R.G. BEND (B-B) AWWA
  - 5 - 12" BUTTERFLY VALVE (FLG X FLG)
  - 6 - 12" COMPRESSION COUPLING \*
  - 7 - CAP OR PLUG
  - 8 - CONCRETE THRUST BLOCK
- \* EX: MJ WITH CAM-LOCK RESTRAINED JOINTS,  
SMITH & BLAIR III OR APPROVED EQUAL.

WILSHIRE BLVD W/B AT TOWER DR. -N'RLY CONNECTION **9**  
SCALE: 1/2" = 1' CASE 9 SHEET 45

LEGEND:



**Metro**

**PARSONS  
BRINCKERHOFF**

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE



SCALE: AS SHOWN			
F.B. NO.	F.B. NO.	PAGE	TO
DESIGNED	C. MALDONADO	DATE	02/07/14
DRAWN	T. CABRERA	DATE	02/07/14
CHECKED	Z. MUDAR	DATE	02/07/14
2/21/14	ISSUED FOR SOLICITATION	ZM	
DATE	REVISION	BY	

C1056 AUR CONTRACT DRAWING NO. UW-022

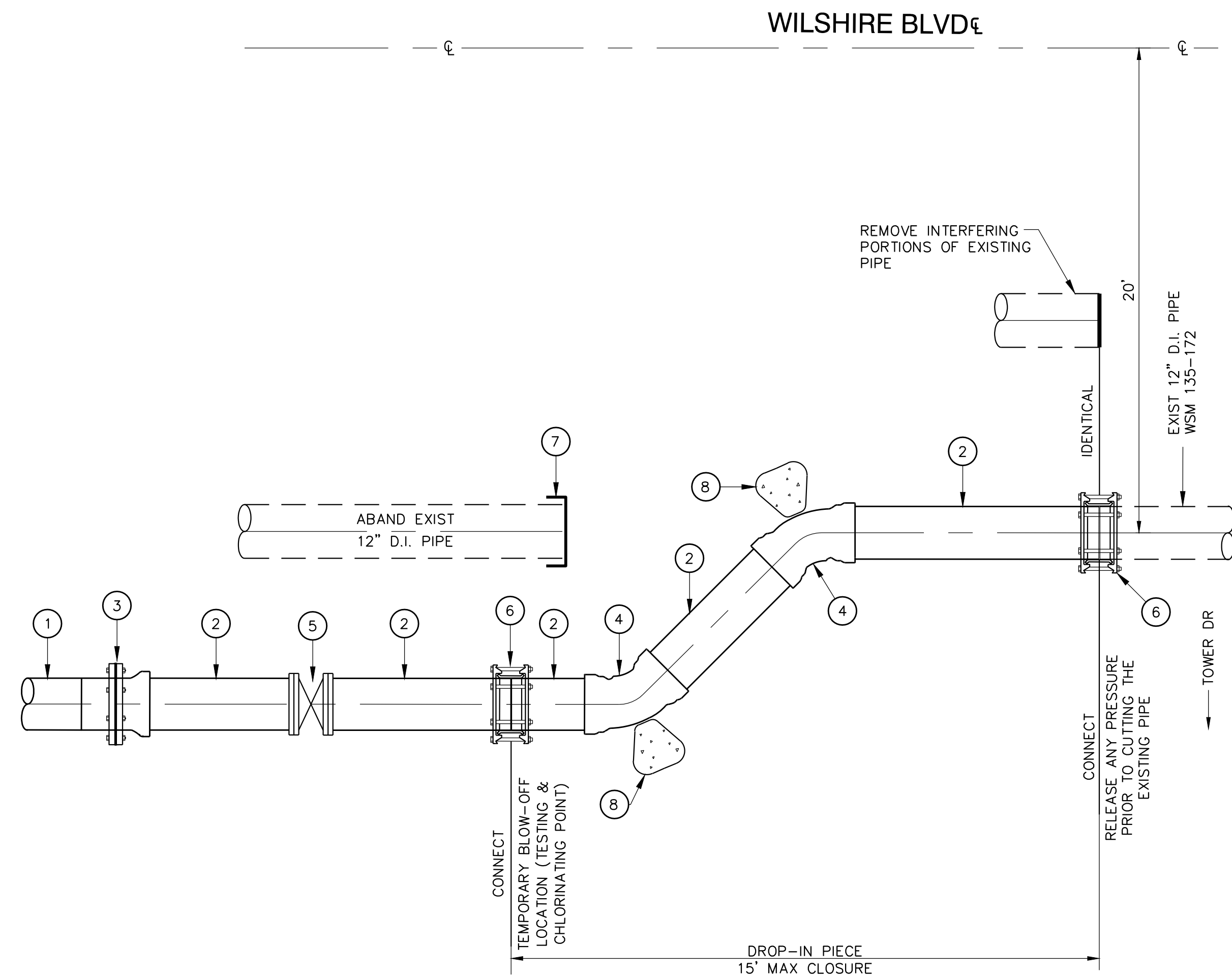
PROJECT: BEVERLY HILLS  
**WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS**  
WILSHIRE / LA CIENEGA STATION  
TEMPORARY WATER RELOCATION  
CONNECTION DETAILS

SUBMITTED \_\_\_\_\_ DATE \_\_\_\_\_  
APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER

JOB NO. 1335 DRAWING NO. 7443  
SHEET 63 OF 76 SHEET

CITY OF BEVERLY HILLS, CALIFORNIA  
CIVIL ENGINEERING DEPARTMENT





- 1 - 12" WELDED STEEL PIPE  
2 - 12" D.I.R.G. PIPE  
3 - 12" PRE-ASS'D INS JOINT TYPE I-E  
4 - 12" X 45° HORIZ D.I.R.G. BEND (B-B) AWWA  
5 - 12" BUTTERFLY VALVE (FLG X FLG)  
6 - 12" COMPRESSION COUPLING \*
- 7 - CAP OR PLUG  
8 - CONCRETE THRUST BLOCK
- \* EX: MJ WITH CAM-LOCK RESTRAINED JOINTS, SMITH & BLAIR III OR APPROVED EQUAL.

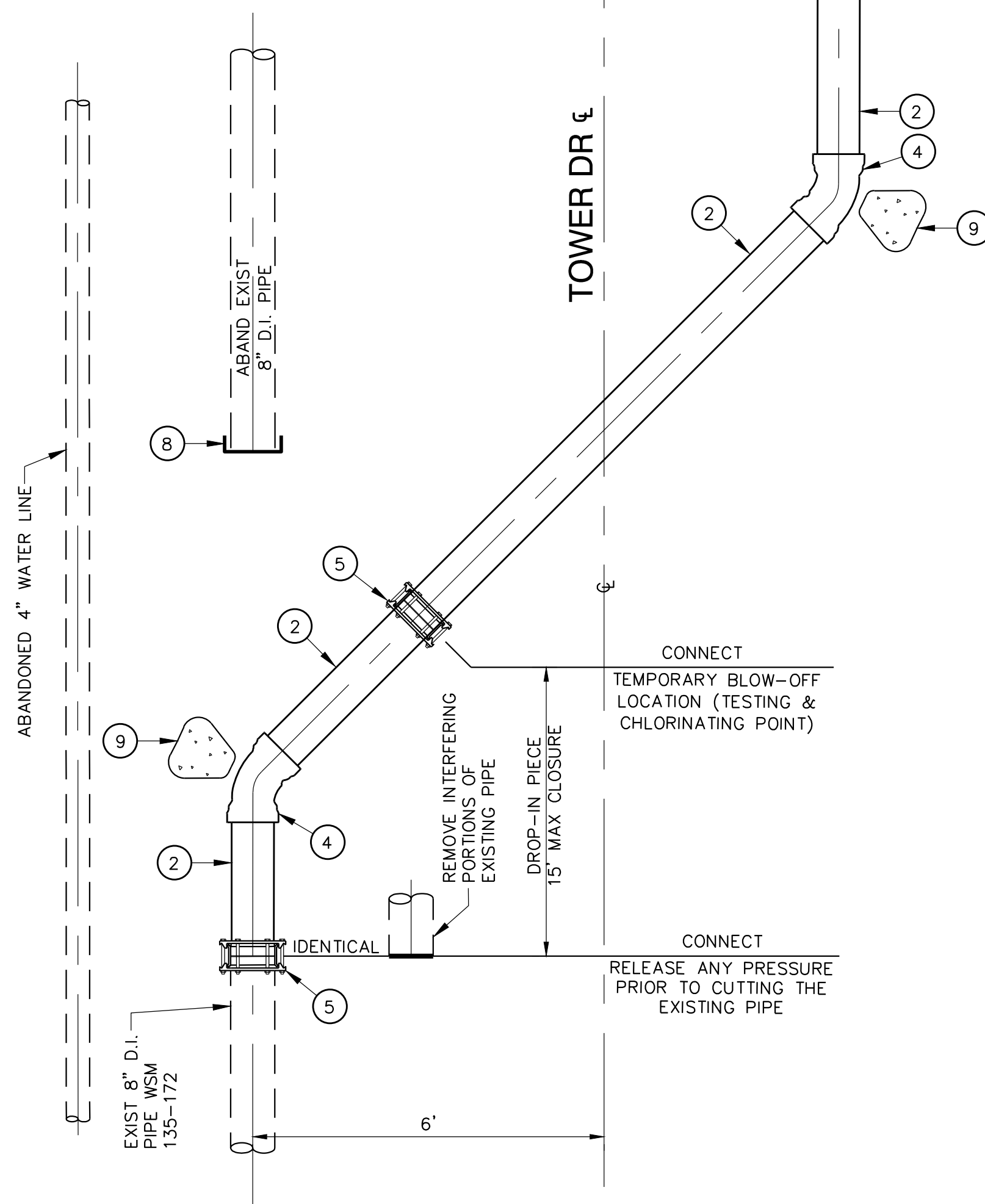
### WILSHIRE BLVD E/B AT TOWER DR -S'RLY CONNECTION

SCALE: 1/2" = 1'

CASE 10

SHEET 49

- 1 - 8" WELDED STEEL PIPE  
2 - 8" D.I.R.G. PIPE  
3 - 8" PRE-ASS'D INS JOINT TYPE I-E  
4 - 8" X 45° HORIZ D.I.R.G. BEND (B-B) AWWA  
5 - 8" COMPRESSION COUPLING \*  
6 - 8" x 18" HORIZ STL. BEND  
7 - 8" x 8" X 6" D.I. R.G. TEE  
8 - CAP OR PLUG  
9 - CONCRETE THRUST BLOCK  
10 - 8" BUTTERFLY VALVE (FLG XFLG)  
11 - FIRE HYDRANT LATERAL, GATE VALVE, AND ASSEMBLY.
- \* EX: MJ WITH CAM-LOCK RESTRAINED JOINTS, SMITH & BLAIR III OR APPROVED EQUAL.

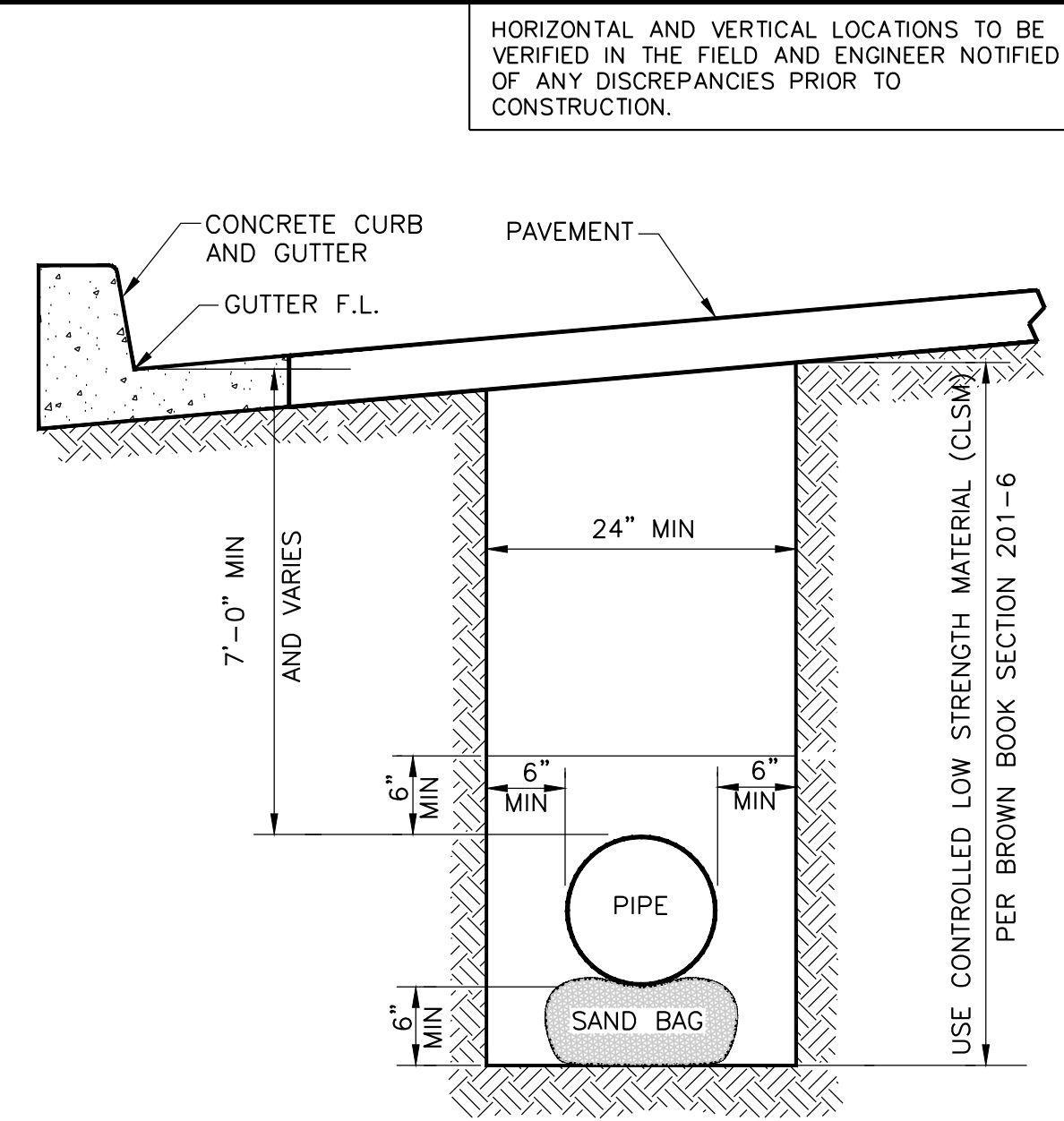


### CONNECTION DETAIL TOWER DR - SOUTH

SCALE: 1/2" = 1'

CASE 11

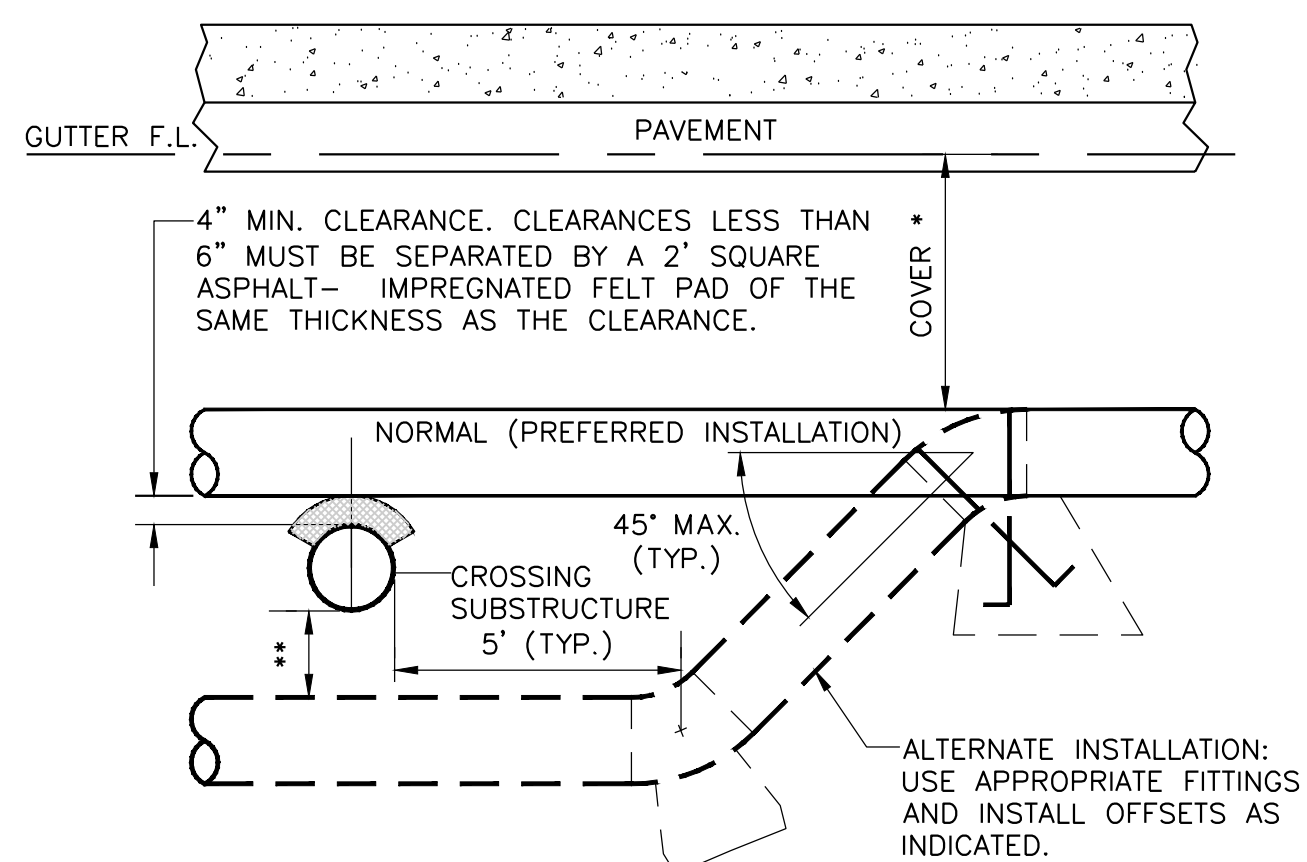
SHEET 51



\* - 48" MAX. / 36" MIN. FOR 12" DIA. AND LARGER PIPE  
42" MAX. / 30" MIN. FOR 8" DIA. AND SMALLER PIPE

### TYPICAL TRENCH SECTION

N.T.S.

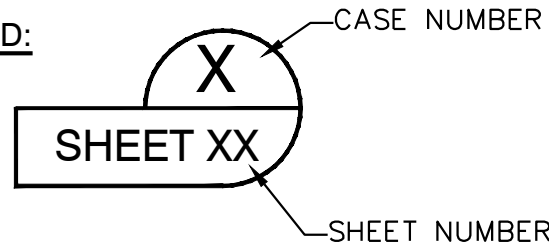


\* - 48" MAX. / 36" MIN. FOR 12" DIA. AND LARGER PIPE  
42" MAX. / 30" MIN. FOR 8" DIA. AND SMALLER PIPE  
\*\* - 6" MIN. CLEARANCE FOR 12" DIA. AND SMALLER DWPWS PIPE  
12" MIN. CLEARANCE FOR LARGER THAN 12" DIA. DWPWS PIPE

### TYPICAL SUBSTRUCTURE CROSSING DETAIL

N.T.S.

LEGEND:



**Metro**

**PARSONS  
BRINCKERHOFF**

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE



SCALE: AS SHOWN		
F.B. NO.	F.B. NO. PAGE	TO
DESIGNED C. MALDONADO	DATE	02/07/14
DRAWN T. CABRERA	DATE	02/07/14
CHECKED Z. MUDAR	DATE	02/07/14
2/21/14	ISSUED FOR SOLICITATION	ZM
DATE	REVISION	BY

C1056 AUR CONTRACT DRAWING NO. UW-023

PROJECT: BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE / LA CIENEGA STATION  
TEMPORARY WATER RELOCATION  
CONNECTION DETAILS

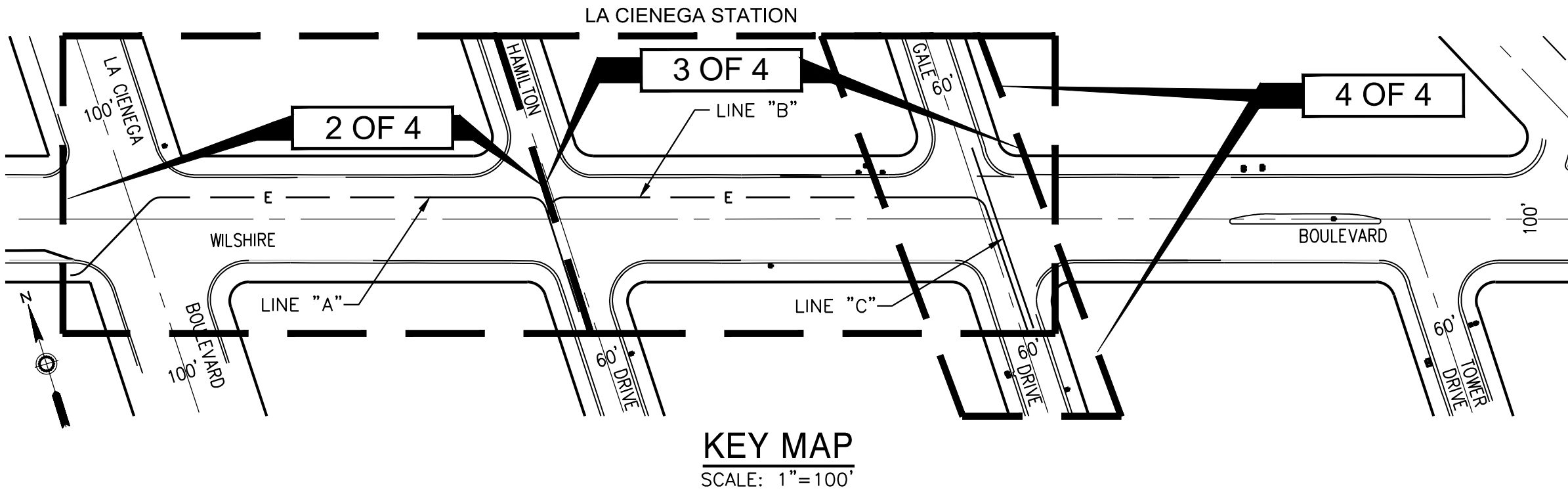
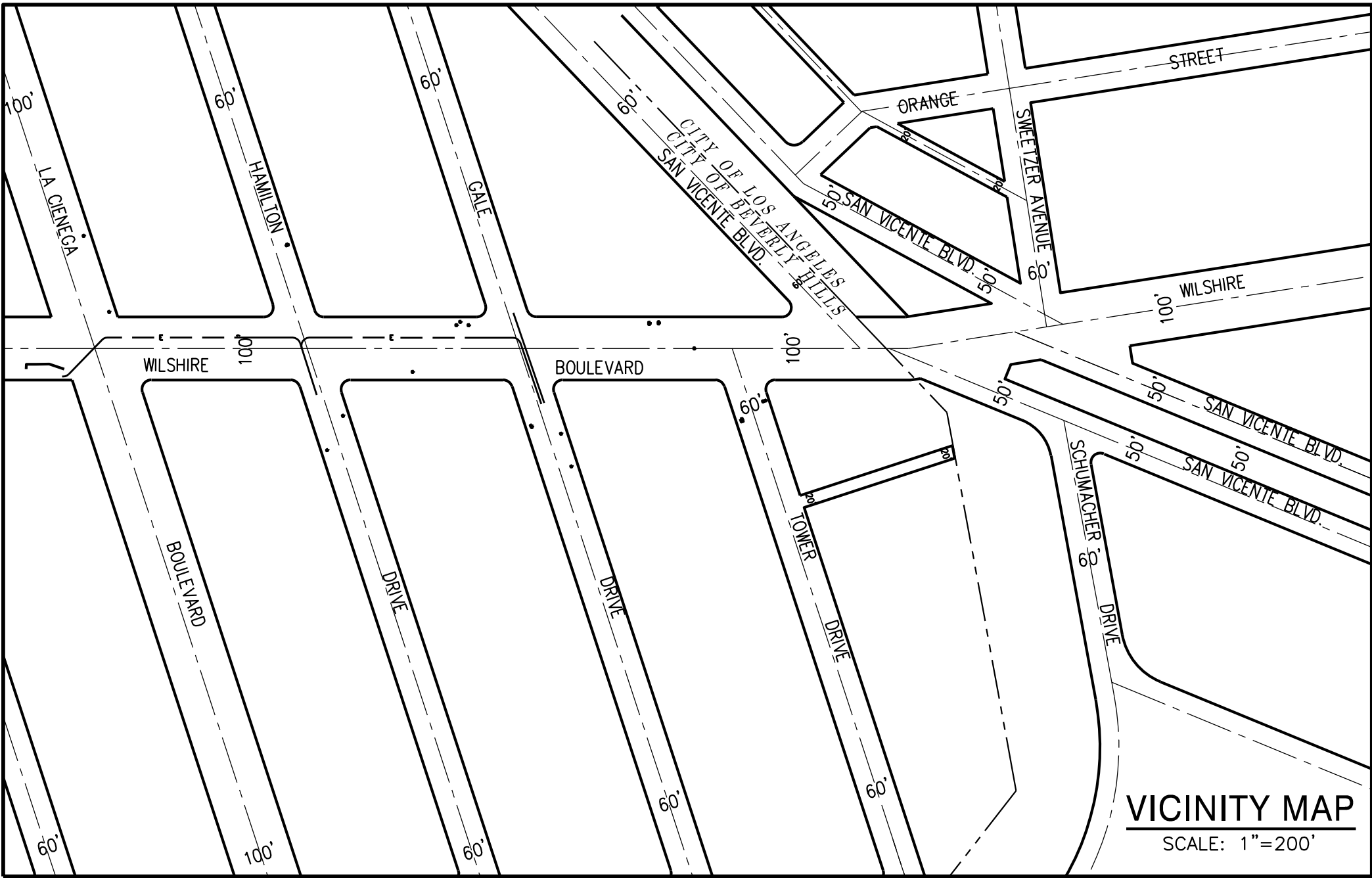
SUBMITTED	DATE
APPROVED	DATE
CITY ENGINEER	
JOB NO. 1335	DRAWING NO. 7443
SHEET 64 OF 76	SHEET
CITY OF BEVERLY HILLS, CALIFORNIA	
CIVIL ENGINEERING DEPARTMENT	

Plotted by: Naccon Reque Plot Date & Time: 2/19/2014 8:53:41 PM L:\LAWSBIM\WACBIM\CADD\112 UTILITIES\CITY OF BH\BH WATER DETAILS\C1056UW023.DWG DWG Name:

CITY OF BEVERLY HILLS - GENERAL NOTES

1. INDEMNIFICATION CLAUSE: THE CONTRACTOR AGREES AND SHALL:
- ASSUME SOLE AND COMPLETE RESPONSIBILITY OF THE JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTIES. THAT THESE REQUIREMENTS SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND CONDITIONS. THE CONTRACTOR FURTHER AGREES TO DEFEND INDEMNITY AND METRO AND SOUTHERN CALIFORNIA EDISON (SCE), REPRESENTATIVES, AND ENGINEERS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT.
2. PRIOR TO THE BEGINNING OF ANY CONSTRUCTION AND THROUGHOUT THE COURSE OF CONSTRUCTION WORK, THE CONTRACTOR SHALL FULLY COMPLY WITH "CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH" ACT OF 1973 INCLUDING ALL REVISIONS AND AMENDMENTS THERETO
3. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF GO 95, 128, AND THE STANDARD "SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", AS ADOPTED BY THE CITY, COUNTY OR STATE AS MODIFIED BY STANDARD PLANS AND ADDENDUMS.
4. THE EXISTENCE AND LOCATION OF UTILITIES AND OTHER AGENCIES FACILITIES AS SHOWN HEREON ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. OTHER FACILITIES MAY EXIST. THE CONTRACTOR SHALL VERIFY PRIOR TO THE START OF CONSTRUCTION AND SHALL USE EXTREME CARE AND PROTECTIVE MEASURES TO PREVENT DAMAGE TO THESE FACILITIES. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY OR AGENCY FACILITIES WITHIN THE LIMITS OR WORK, WHETHER THEY ARE SHOWN ON THIS PLAN OR NOT
5. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT ( 800 ) 227-2600 AT LEAST TWO WORKING DAYS PRIOR TO THE START OF ANY EXCAVATION. THE REQUEST FOR UNDERGROUND MARKINGS MUST INCLUDE THE CITY OF BEVERLY HILLS PUBLIC WORKS DEPARTMENT PERMIT NUMBER FOR THE CITY TO MARK OUT UTILITIES
6. THE CONTRACTOR SHALL NOTIFY THE CITY, COUNTY OR STATE ENGINEER INSPECTION DEPARTMENT, ( 310 ) 285-2505 , AT LEAST TWO DAYS BEFORE START OF ANY WORK REQUIRING THEIR INVOLVEMENT.
7. ALL WORK AREA AND STREET TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE WORK AREA TRAFFIC CONTROL HANDBOOK (WATCH) AND SPECIFICATIONS FROM THE CITY, COUNTY OR STATE.
8. THE CITY, COUNTY OR STATE SHALL SPECIFY THE EXPIRATION PERIOD OF THE PERMIT FOR THIS CONSTRUCTION PROJECT
9. THE MINIMUM COVER FOR ALL CONDUITS PLACED UNDERGROUND SHALL BE 30 INCHES TO THE FINISHED GRADE AT ALL TIMES.
10. THE CONTRACTOR SHALL TUNNEL ALL CURB AND GUTTERS AND BORE ALL CONCRETE DRIVEWAYS AND WALKWAYS AT THE DIRECTION OF THE CITY, COUNTY OR STATE INSPECTOR, (NO WATER JETTING ALLOWED)
11. ALL AC. AND/OR CONCRETE PAVEMENT SHALL BE REPLACED AT THE DIRECTION OF THE CITY, COUNTY OR STATE ENGINEERS.
12. ALL SHRUBS, PLANTS OR TREES THAT HAVE BEEN DAMAGED OR DISTURBED DURING THE COURSE OF THE WORK, SHALL BE REPLANTED AND/OR REPLACED SO AS TO RESTORE THE WORK SITE TO ITS ORIGINAL CONDITION
13. IF DAMAGE OCCURS TO THE CITY FACILITIES, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY PUBLIC WORKS CUSTOMER SERVICE (310) 285-2467
14. AT LEAST TWO DAYS PRIOR TO THE COMMENCEMENT OF ANY WORK, NOTIFY THE POLICE TRAFFIC BUREAU ( 310 ) 550-4951 AND THE FIRE DEPARTMENT; ( 310 ) 281-2700.
15. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE PROCESSING OF ALL APPLICATION PERMIT FORMS ALONG WITH THE REQUIRED LIABILITY INSURANCE FORMS, CLEARLY DEMONSTRATING THAT METRO, SOUTHERN CALIFORNIA EDISON (SCE), THE CITY, COUNTY OR STATE AS ALSO INSURED WITH THE REQUIRED LIABILITY INSURANCE IN THE AMOUNT OF \$1,000,000.00 FOR THIS CONSTRUCTION PROJECT.
16. VAULTS, PEDESTALS, CONDUITS AND OTHER TYPES OF SUBSTRUCTURE ARE EITHER SPECIFIED ON THIS PLAN OR WILL BE SPECIFIED BY THE CONSTRUCTION ENGINEER. ANY AND ALL DEVIATIONS FROM THE SPECIFIED TYPES OF MATERIAL MUST BE APPROVED BY THE SYSTEM ENGINEER, IN WRITING BEFORE INSTALLATION THEREOF
17. COPIES OF ALL PERMITS MUST BE AVAILABLE FOR INSPECTION AT ALL TIMES AT THE SITE OF WORK. ALL ACTIVITIES SHALL BE CONDUCTED IN STRICT COMPLIANCE WITH ANY REQUIREMENTS AND/OR RESTRICTIONS INDICATED IN THE PERMIT
18. DURING THE COURSE OF THE WORK, PEDESTRIAN AND VEHICULAR ACCESS MUST BE MAINTAINED AT ALL TIMES. FLAGGERS MUST BE USED AT STRATEGIC LOCATIONS
19. ALL CONSTRUCTION ACTIVITIES WILL BE CONFINED TO THE CITY OF BEVERLY HILLS ENGINEERING DIVISION SPECIFIED WORK HOURS.
20. NO MATERIALS (NEW OR DEMOLISHED) SHALL REMAIN STOCKPILED IN THE PUBLIC RIGHT-OF-WAY AT THE END OF EACH WORK DAY.
21. NO EXCAVATION SHALL REMAIN OPEN OVER THE WEEKEND IF NO WORK IS SCHEDULED FOR THAT WEEKEND
22. NO VAULTS SHALL BE INSTALLED IN FRONT OF A DRIVEWAY APPROACH OR IN THE STREET GUTTER

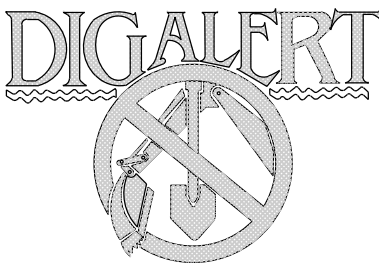
23. NON-SKID CALTRANS APPROVED STEEL PLATES SHALL BE RECESSED IN TRENCH CROSSING MAJOR STREETS (AREA DESIGNATED BY CITY ENGINEER) AND INSTALLED PER CALTRANS SPECS. PAVEMENT SHALL BE COLD PLANED TO A DEPTH EQUAL TO THE THICKNESS OF THE PLATE AND TO A WIDTH AND LENGTH EQUAL TO THE DIMENSIONS OF THE PLATES.
24. STEEL PLATES USED FOR BRIDGING MUST EXTEND A MINIMUM OF 12" BEYOND EDGES OF TRENCH.
25. TEMPORARY PAVING WITH COLD MIX SHALL BE USED TO FEATHER THE EDGES OF THE PLATES TO MINIMIZE WHEEL IMPACT. LOOSE GRAVEL SHALL BE REMOVED AT THE DIRECTION OF THE CITY ENGINEER ( MAY REQUIRE SWEEPING SEVERAL TIMES A DAY).
26. BRIDGING SHALL BE SECURED AGAINST DISPLACEMENT USING ADJUSTABLE CLEATS, SHIMS OR OTHER DEVICES.
27. NO ROCKWHEELING OR DITCH WITCH ALLOWED IN THE CITY.
28. INSTALL VAULTS NEXT TO CURB WHERE POSSIBLE.
29. THE CONTRACTOR SHALL HAVE COPIES OF THE PLANS ON THE PROJECT SITE AND BE FAMILIAR WITH ALL APPLICABLE STANDARDS AND SPECIFICATIONS.
30. REFER TO CITY OF BEVERLY HILLS STANDARD PLAN BH114 FOR PAVEMENT RESTORATION & TRENCH REPAIR.
31. FINAL CAP PAVING SHALL BE COMPLETED WITHIN TWO WEEKS AFTER EXCAVATION. BASE PAVING SHALL BE COMPLETED WITHIN ONE WEEK ( OR SOONER AT THE DIRECTION OF THE CITY ENGINEER) AFTER EXCAVATION. TEMPORARY PAVING USING COLD MIX A.C. IS ACCEPTABLE AFTER ALLOWING 72 HOURS OF CURE TIME ON SLURRY MIX BACKFILL.
32. ALL BACKHOE EXCAVATION SHALL BE SAW CUT TO FACILITATE REMOVAL BY THE USE OF A POWER DRIVEN SAW. THE DEPTH OF CUT SHALL BE DEEP ENOUGH TO PRODUCE A CLEAN STRAIGHT BREAK. SAWCUT ALL REMOVALS TO A MINIMUM OF 2 INCHES IN DEPTH. EXISTING PCC SHALL BE CUT BEYOND THE CONFIGURATION OF THE TRENCH OR EXCAVATION AREA AS MAY BE REQUIRED BY THE CITY ENGINEER TO ELIMINATE SMALL "FLOATING PIECES" OF CONCRETE. THE SAWCUT LIMITS SHALL BE LOCATED NO CLOSER THAN 3 FEET FROM A SCORE LINE/COLD JOINT OR ELSE REMOVAL SHALL BE FROM SCORE LINE TO SCORE LINE.
33. REPLACE ANY EXISTING STRIPING, MARKINGS AND SURVEY MONUMENTS THAT MAY HAVE BEEN REMOVED OR DAMAGED WITHIN TWO WEEKS OF EXCAVATION WORK.
34. SEND OUT NOTIFICATION LETTERS ( SUBJECT TO CITY REVIEW) TO RESIDENTS ADJACENT TO WORK SITE ( INCL. AREAS AFFECTED BY NOISE AND TRAFFIC) REGARDING THE CONSTRUCTION WORK.
35. ONE SET OF "AS-BUILT" BLUEPRINTS DENOTING ALL NEW SUBSURFACE INSTALLATIONS WITHIN THE PUBLIC RIGHT-OF-WAY OR CITY OWNED PROPERTIES SHALL BE SUBMITTED TO THE CITY ENGINEER'S OFFICE WITHIN 30 DAYS OF THE COMPLETION OF THE PROJECT.
36. ACCESS SHALL BE PROVIDED TO ALL FIRE HYDRANTS, VALVES, VAULTS, METERS, AND PULL BOXES AT ALL TIMES. TRAFFIC SIGNALS, PEDESTRIAN SIGNALS AND STOP SIGNS SHALL REMAIN UNOBSTRUCTED AT ALL TIMES.
37. AT THE END OF CONSTRUCTION, CONTRACTOR MAY BE REQUIRED TO REMOVE SOME UNDERGROUND SERVICE ALERT MARKINGS AT THE DIRECTION OF THE CITY ENGINEER.
38. DIRT NOT REMOVED BY CONVENTIONAL SWEEPING WILL REQUIRE WASH DOWN AS DIRECTION BY THE CITY ENGINEER. ALL RUN-OFF WILL BE ALLOWED TO DRAIN INTO THE STORM DRAIN SYSTEM.
39. ALL DIRT ON CONSTRUCTION VEHICLE TIRES SHALL BE REMOVED PRIOR TO LEAVING CONSTRUCTION SITE.



DATUMS:

THE BASIS OF HORIZONTAL CONTROL FOR THIS PROJECT IS THE CALIFORNIA COORDINATE SYSTEM NAD83 ZONE 5 (2007.0 EPOCH) DETERMINED LOCALLY BY THE FOLLOWING NGS POINTS: EW9587, EW9595 AND AA9327

ELEVATIONS ARE BASED ON THE NAVD 1988 - SPECIFICALLY CITY OF LOS ANGELES BENCHMARKS 12-16091, 13-13450 AND 13-13352 (2000 ADJ)



DIAL TOLL FREE  
1-800-422-4133

AT LEAST TWO DAYS  
BEFORE YOU DIG

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

DESIGNED BY  
J. VARIAS  
DRAWN BY  
R. NACION  
CHECKED BY  
Z. MUDAR  
IN CHARGE  
N. HUMBY  
DATE  
02/21/2014



Metro

PARSONS  
BRINCKERHOFF

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA STREET, 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDARS

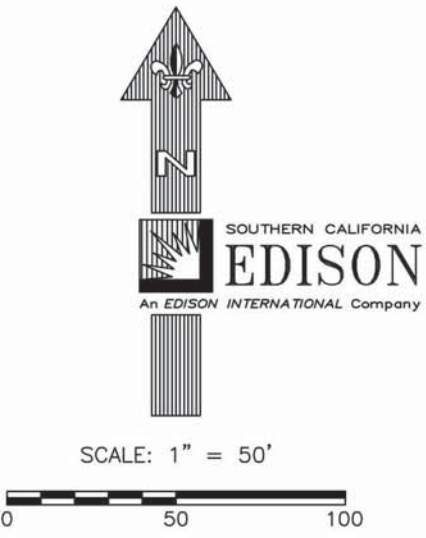
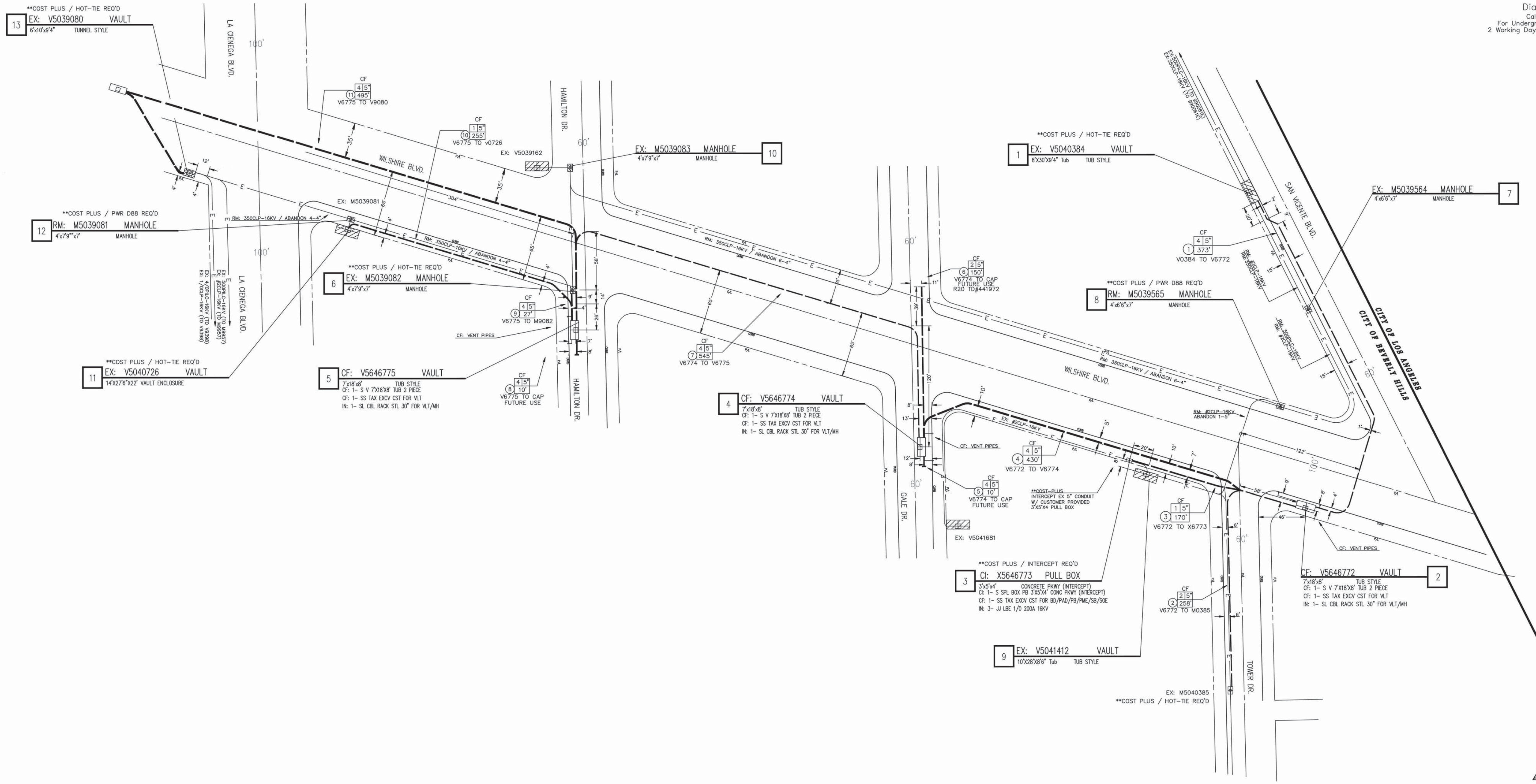
LIC. # C64154: EXPIRES 12/31/14 DATE

WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATION  
WILSHIRE BLVD - LA CIENEGA STATION  
SCE - POWER RELOCATION  
GENERAL NOTES

CONTRACT NO  
C1056  
DRAWING NO  
E-100  
SCALE  
1" = 20'  
SHEET NO  
065



UNDERGROUND SERVICE ALERT  
Dial 811  
Call USA  
For Underground Locating  
2 Working Days Before You Dig



DISTRICT 42 - SANTA MONICA	PROJ. MGR. PARIKH, JAY PHONE 310-315-3224	PLANNER PARIKH, JAY PHONE 310-315-3224	DESIGN NO. 500420_1.01
FOREMAN	TRUCK NO. P/E	INVENTORY MAP NO. THOMAS GUIDE 65-64B	GRID NO. ASSOCIATED DESIGN NO.
CSD 140 Y	BY-PASS EXISTING	TLM	J.P.A. NO.
N	CODE	CHECKED	PRODUCT/SAP NO.
PRODUCT/SAP NO.	PRODUCT/SAP NO.	PRODUCT/SAP NO.	PRODUCT/SAP NO.
TDR 712843-RELOCATE FACILITIES			
PROPOSED CONSTRUCTION (LOCATION) METRO - RELOCATION WEST SIDE SUBWAY SAN VICENTE BLVD AND WILSHIRE BLVD BEVERLY HILLS			
P	11/21/13	J. PARIKH	30224
TYPE APPROVED BY	DATE	CHECKED BY	DRAWN BY PAX #
Southern California Edison Company			
1 of 2			500420_1.01



CONSTRUCTION NOTES:

Unless otherwise specified on the working drawing which forms a part of the specification, the Contractor/Developer shall furnish the following items at no cost to the Edison Company.

Southern California Edison Company has attempted to correctly show all existing utilities and substructures in the vicinity of the work, but does not guarantee there are no other substructures in the area. Failure of SCE to show all substructures in their correct location will not be a basis for a claim for extra work, and the contractor shall be responsible for all damages to substructures whether shown or not.

1. FOR GENERAL SPECIFICATIONS SEE UGS GI 001.

2. CONDUIT:

- Minimum cover in street or parkway is 30" below gutter grade, unless noted otherwise.
- Minimum cover on private property is 30" below finished grade, unless noted otherwise.
- Contractor is to furnish and install approved conduit to Edison specifications per UGS CD 100.1, 110 and 120.
- For the type of conduit for this job, see UGS CD 110.1.
- Install all risers per UGS CD 160, 161, 162 and 170.
- Cap all mainline conduits per UGS CD 148 and service conduits per UGS CD 150.
- Install block conduit plugs in all conduits terminating into Vaults, Manholes, PMH's, SOE's & all cap locations, per UGS CD 180.1 & UGS CD 180.2.
- Install pull rope in all conduit runs. Pull rope to be 1/4" polypropylene or polyethylene rope, braided or twisted. For specifications, approved makes, and suppliers, see UGS GI 040.
- All conduit must be mandrelled with the approved mandrel UGS CD 197.

3. CONDUIT RADIUS REQUIREMENTS:

- The minimum radius for bends are:
  - 36" for conduits 3" in diameter or smaller
  - 48" for conduits 4" and 5" in diameter
  - 60" for 6" diameter conduit
- The minimum radius for all sweeps of all mainline conduits is 12'-6" (unless noted otherwise).

4. EXCAVATION AND BACKFILL:

- Work area shall be cleared and rough graded to within four inches of final grade prior to installation of Edison conduit or structures.
- All excavations shall be in accordance with the California State Construction Safety Orders (when applicable), Edison specifications, and all governing local ordinances.
- Each trench to be a uniform depth below final grade prior to installation of Edison conduit or structures.
- Backfill shall be provided by the Contractor for all excavations and shall include crushed rock, concrete, and/or imported backfill, when required.
- Backfill with a MINIMUM of one sack per yard sand cement slurry around and over vaults and manholes per UGS GI 030, section 6.4 and around PMH's within one foot of finished grade, per UGS SS 590.1.
- Backfill, per Edison specifications, shall immediately follow conduit or substructure installation. At no time shall conduit be left exposed over 24 hours.
- No rocks are allowed within 12 inches of direct-buried cables or any conduit without concrete encasement. Native backfill capable of passing through a one-half inch mesh screen shall be considered to be "rock free". If existing backfill does not pass through a 1/2" screen, place imported sand 3" below and 12" above Edison cables. After this point, no rocks larger than 12" diameter are permitted.
- All backfill shall be compacted to meet or exceed local ordinances or other requirements. It shall be placed in a manner that will not damage the conduit or substructure or allow future subsidence of the trench or structures.

5. PAVING:

Repeating, where required, shall be placed in such a manner that interference with traffic, including pedestrian traffic, will be kept to a minimum. The Contractor shall establish a program of repeating acceptable to the Municipality, County, or other authority having jurisdiction and which is acceptable to Edison.

6. STRUCTURES:

- All substructures shall be constructed or installed to Edison specifications.
- Install protection barriers per UGS MS 830 when required in areas exposed to traffic, per Edison Inspector.
- All conduit lines and concrete floored substructures shall be water tight.
- All grounding materials shall be furnished and installed by the Contractor.

7. RETAINING WALLS:

When required, retaining walls shall be provided by the Developer. Walls are required wherever grade rises more than 18 inches above the structure or 24" above the pad surface at a distance of 5 feet from the same, or in areas subject to erosion. Design and installation must comply with local building ordinances. Refer to Edison Inspector for Detail and installation requirements.

8. PERMITS:

All permits necessary for excavation shall be provided by the Contractor/Developer.

9. ACCESS:

Heavy truck access shall be maintained to equipment locations. Structures must be clear of all appurtenances that would obstruct the loading or unloading of equipment.

10. SERVICES:

- Meters and services shall comply with Edison Electrical Services Requirements.
- Wiring must be in accordance with applicable local ordinances and approved by local Inspection Authorities.

11. LOCATION:

- The location of excavations and structures for Edison shall be as shown on the working drawing. No deviation from the planned locations approved by the Edison Inspector. See UGS GI 001, section 2.2.
- Actual location of obstructions, storm drains, and/or other foreign utilities to be the responsibility of the Contractor. See UGS GI 001, section 2.3.

12. Contractor is to verify location and widths of all sidewalks and driveways prior to street light installation. See UGS CD 175.1, UGS CD 175.2 and UGS CD 175.3.

13. SURVEY:

Surveying of street improvements, property corners, lot lines, finished grade, etc., necessary for the installation of underground facilities must be completed and markers or stakes placed prior to the start of the installation. In addition, Developer shall maintain the markers during the installation and inspection by Edison. Grade and property line stakes must show any offset measurements.

14. COORDINATION AND SUPERVISION:

The Developer shall provide supervision over and coordination among the various contractors working within the development in order to prevent damage to Edison facilities. He is responsible for the cost of repairs, replacement, relocation, or other corrections to Edison facilities made necessary by his failure to provide supervision or to otherwise comply with these specifications.

15. TELEPHONE AND OTHER UTILITY REQUIREMENTS:

The drawing prepared for this job may also cover the facilities to be installed for the telephone company and/or other utility. Any questions concerning details of their installation should be referred to the company concerned.

16. OWNERSHIP:

Developer is to deed to the Edison Company all structures shown hereon except those shown as customer owned.

17. WARRANTIES:

Applicants expressly represent and warrant that all work performed and all material used in meeting Applicants' obligations herein are free from defects in workmanship and are in conformity with Southern California Edison Company's requirements. This warranty shall commence upon receipt by Applicants of Company's final acceptance and shall expire one year from that date. Applicants agree to promptly correct to the Company's satisfaction and that of any governmental agency having jurisdiction and at Applicant's expense any breach of this warranty which may become apparent through inspection or operation of underground electric system by Company during this warranty period.

18. INSPECTION:

Inspection is required during the construction period. A 48 hour advance notice of intent to start construction is required from the contractor to the Southern California Edison Company. Standards of Edison construction requirements are available upon request.

Duct and Structure Inspector: CLIFF LEWIS

Phone: 310-315-3271

Cabling Construction Coordinator: TBD

Phone: TBD

D05: Rev. 07/17/07

WHERE CONDUITS ARE PICKED UP OR INTERCEPTED, CONDUIT SHALL BE MANDRELLED AND PULL ROPE INSTALLED FROM TERMINAL TO TERMINAL.

CUSTOMER-OWNED CONDUIT MATERIAL\* AND CONCRETE ENCASMENT ARE TO BE INSTALLED IN ACCORDANCE WITH EDISON ELECTRICAL SERVICE REQUIREMENTS.

SUBJECT TO APPROVAL BY LOCAL INSPECTION AUTHORITIES

D14: Rev. 01/05

**WARNING**

THE EXCAVATOR MUST TAKE ALL STEPS NECESSARY TO AVOID CONTACT WITH UNDERGROUND FACILITIES WHICH MAY RESULT IN INJURY TO PERSONS OR DAMAGE TO FACILITIES IN THE AREA. THE INDICATED LOCATIONS OF EDISON UNDERGROUND FACILITIES, AS PROVIDED, ARE BELIEVED TO BE ACCURATE. HOWEVER, THE FINAL DETERMINATION OF EXIST LOCATIONS AND THE COST OF REPAIR TO DAMAGED FACILITIES IS THE RESPONSIBILITY OF THE EXCAVATOR.

TIE-IN MADE THROUGH SIDE WALL OF STRUCTURE (Vault, Manhole, PMH, SOE, JST, BURE, Sub Box, Pull Box, PMH)

The customer is responsible to trench to the structure entrance point and bring the conduit to within 5' of the structure being entered. The customer is to provide splice coupling and conduit.

LEGEND CODE DEFINITIONS

CI - CUSTOMER CONTRACTOR INSTALLED: MATERIALS FURNISHED AND INSTALLED BY APPLICANT AT EDISON'S EXPENSE AND ARE DEEDED TO EDISON. (EXCEPTION: STREET LIGHT ELECTROLES WILL BE INSTALLED BY EDISON'S CONTRACTOR.)

CO - CUSTOMER CONTRACTOR OWNED: MATERIALS FURNISHED, INSTALLED, OWNED, AND MAINTAINED BY APPLICANT.

CF - CUSTOMER CONTRACTOR FURNISHED: MATERIALS FURNISHED AND INSTALLED BY APPLICANT AT APPLICANT'S EXPENSE THAT MAY BE DEEDED TO EDISON.

IN - INSTALL: MATERIALS FURNISHED AND INSTALLED BY APPLICANT IF APPLICANT INSTALLED PROJECT OR BY EDISON IF EDISON INSTALLED PROJECT. (EXCEPTION: FOR AN APPLICANT INSTALLED LINE EXTENSION, STATION NOS.

HAVING AN ASTERISK ADJACENT TO AN "IN" LEGEND CODE REPRESENTS MATERIALS TO BE PROVIDED BY APPLICANT AND INSTALLED BY EDISON IN ALL CASES. REFER TO DPR 8258, PROJECT MATERIAL LIST BY ASSEMBLY WITHIN A STATION.)

MI - MEMO INSTALL: SAME AS IN-INSTALL.

MR - MEMO REMOVE: MATERIALS REMOVED BY EDISON.

RM - MEMO REMOVED: MATERIALS REMOVED BY EDISON.

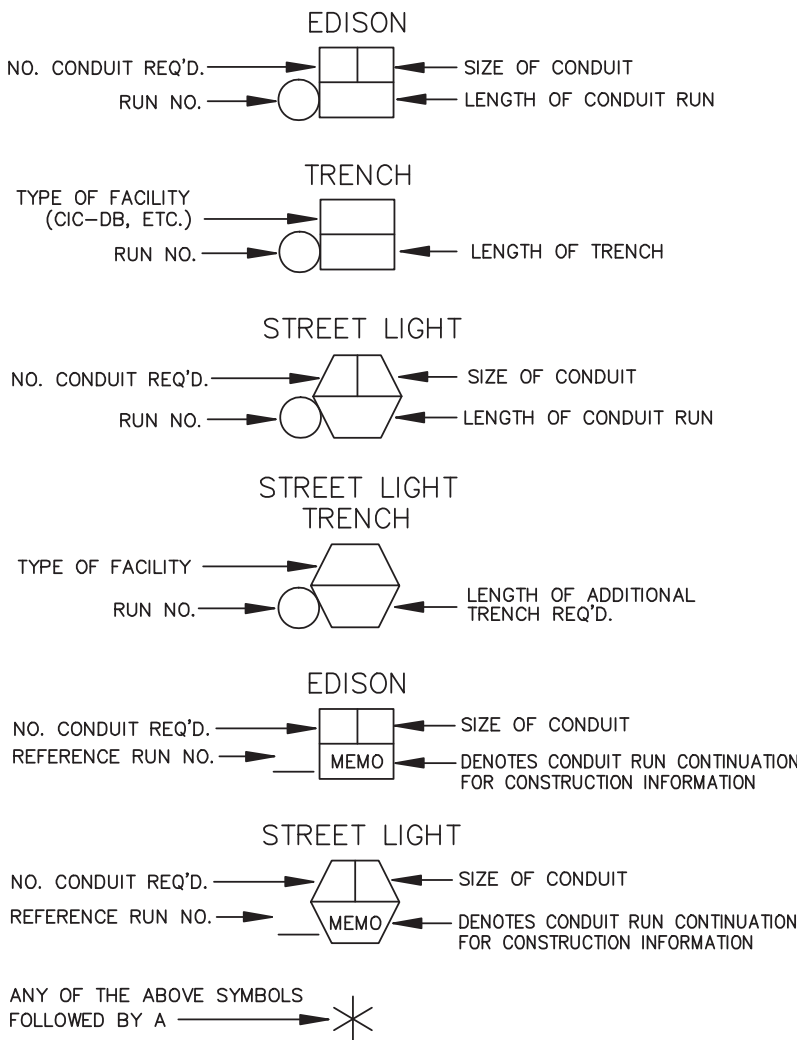
SI - SHOOFY IN: MATERIALS FURNISHED AND INSTALLED BY EDISON FOR TEMPORARY CONSTRUCTION.

SR - SHOOFY REMOVE: MATERIALS REMOVED BY EDISON FOR TEMPORARY CONSTRUCTION.

TR - TRANSFER: EDISON LABOR REQUIRED TO TRANSFER EXISTING FACILITIES.

D31: Rev. 11/78

LEGEND OF CONDUIT SYMBOLS (CONVENTIONAL U. G.)



DENOTES THE FOLLOWING:

DB CONDUIT WITHOUT ENCASMENT IS ACCEPTABLE FOR PORTIONS OF TRENCH WITH ONLY ONE OR TWO CONDUITS

SEMI-ENCASMENT IS REQUIRED FOR PORTIONS OF TRENCH WITH ONLY THREE OR FOUR CONDUITS

FULL ENCASMENT IS REQUIRED FOR MORE THAN FOUR CONDUITS

D18: Rev. 5/08/2006

CONNECTING TO EXISTING SCE STRUCTURES

- Per SCE requirements, customers are not allowed to enter, intercept or tie-in to existing SCE structures, equipment or conductors. This work will only be performed by SCE. Contact the appropriate SCE Inspector to schedule an appointment. Customers may connect to an existing duct stub without a SCE Inspector present.
- Per CPUC/SCE's Rule 15 B.1.A and Rule 16 D.1.A., the customer will provide all necessary excavations (with the exception of excavation under pads and primary splice boxes), material (including conduit and structures) and encasement, to be utilized in the intercept/tie-in process.
- The customer must adhere to all applicable Cal-OSHA, local, city, state and federal regulations, (including, but not limited to, all necessary shoring and traffic control in place to perform the intercept/tie-in work by SCE's underground civil contractor(s)).

- Intercept/tie-in work must be coordinated with SCE's civil contractors through the Division Inspector/COM to limit exposure of excavation(s). Customer is responsible for securing excavation(s).

D08: 12/10/07

CONCRETE PRODUCTS

Precast concrete item complete with neck. Cover and inserts may be obtained from any of the following listed and approved manufacturers:

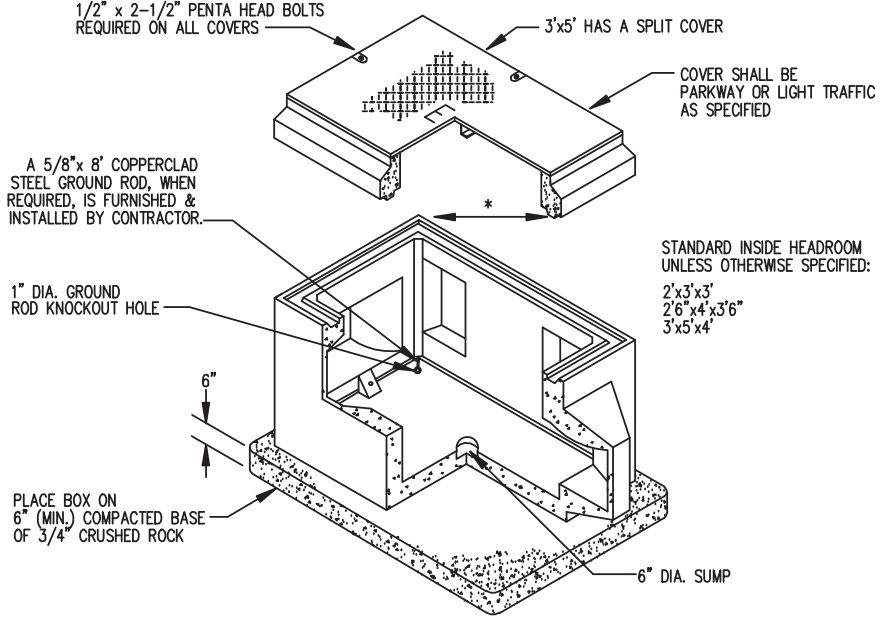
JENSEN PRECAST  
14221 San Bernardino Ave., Fontana, Calif. 92335  
Phone: (909) 350-4111  
(800) 257-6100

OLDCASTLE PRECAST  
10650 Hemlock Ave., Fontana, Calif. 92337  
Phone: (909) 428-3700  
(800) 626-3860

FOR HANDHOLE AND PULLBOX MANUFACTURERS, SEE UGS HP 200.

D41: Rev. 01/21/09

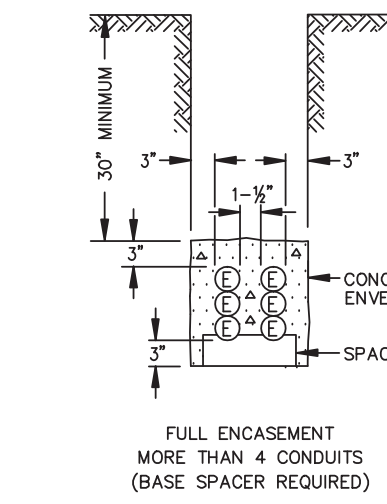
PRECAST CONCRETE PULL BOX WITH DEEP RECESSES (2'X 3' OR 2'6"X 4' OR 3'X 5') SEE UGS HP 215, 220 & 225



\* TYPE OF JOINT MAY VARY WITH MANUFACTURER  
REF: UGS HP 215  
UGS HP 220  
UGS HP 225

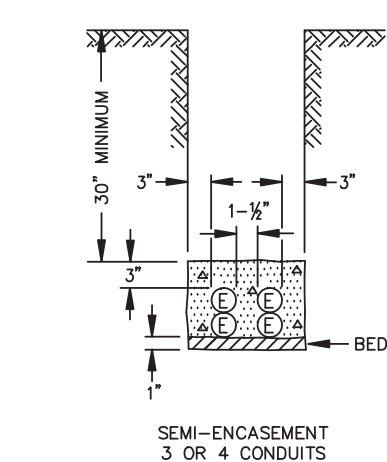
D53: Rev. 03/05/07

TYPICAL CONDUIT BANK SECTION SEE UGS CD 120



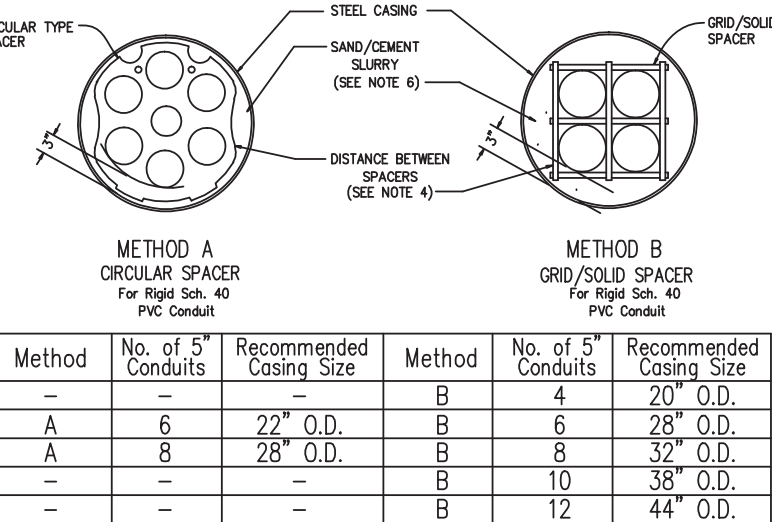
D72: Rev. 09/23/09

TYPICAL CONDUIT BANK SECTION SEE UGS CD 120



D73: Rev. 09/23/09

CONDUIT BANK REQUIREMENTS - INSTALLATION IN A BORE SEE UGS CD 121

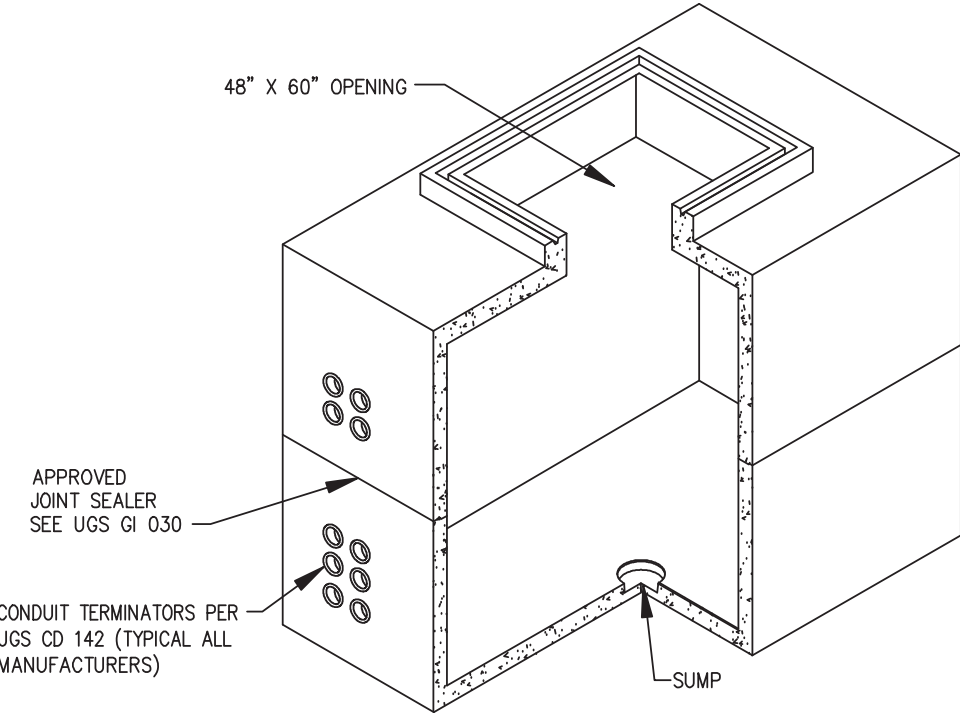


NOTES:

- INSTALLATION WILL BE MADE BY MACHINE BORING OR BY JACKING. SLUICING AND JETTING WITH WATER IS NOT PERMITTED. A LIMITED USE OF WATER FOR LUBRICATION OF DRILLS MAY BE PERMITTED, HOWEVER, BY SPECIAL ARRANGEMENT WITH LOCAL GOVERNING INSPECTION AUTHORITIES.
- A NEW STEEL CASTING WILL NORMALLY BE USED. USED CASTING, WHICH SHOWS LITTLE OR NO DETEIORATION, MAY BE USED IF JUDGED SATISFACTORY BY A COMPANY INSPECTOR. THE MINIMUM ALLOWABLE CASING THICKNESS IS 1/4". STATE HIGHWAY CONSTRUCTION REQUIRES A 1/4" WALL THICKNESS IF UNDER 30" IN DIAMETER. A 5/8" WALL THICKNESS FOR DIAMETERS UP TO 48" AND A 1/2" THICKNESS FOR DIAMETERS 42" AND GREATER. THE TYPE OF CONSTRUCTION SHOULD GOVERN THE WALL THICKNESS.
- CONDUITS INSTALLED IN THE CASING AS IN "METHOD A" OR "METHOD B" ABOVE WILL BE RIGID SCH. 40 PVC. SEE UGS CD 120 AND UGS CD 110.
- SPACERS WILL BE OF THE TYPE AND DESIGN AS APPROVED BY THE COMPANY. SPACERS WILL BE INSTALLED AND MAINTAINED IN A VERTICAL POSITION, AND THE DISTANCE BETWEEN SPACERS WILL BE LIMITED TO A MAXIMUM OF FIVE FEET. (SEE UGS CD 121).
- THE INSTALLATION OF FOREIGN UTILITIES IN EDISON BORE CASTINGS IS NOT PERMITTED.
- CONDUITS WILL MAINTAIN THE SAME POSITION ENTERING AND LEAVING THE CASING. AFTER THE CONDUITS ARE IN PLACE, A SAND/CEMENT SLURRY (MINIMUM OF SIX SACKS OF CEMENT PER CUBIC YARD) SHALL BE USED TO FILL ALL VOIDS.
- WHEN SPECIFIED ON WORKING DRAWINGS, CONTRACTOR WILL INSTALL INSULATED COPPER NEUTRAL WIRE IN CASING.
- THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY, MINING AND TUNNELING UNIT WILL BE NOTIFIED BY EDISON AND AN UNDERGROUND CLASSIFICATION PERMIT BE ISSUED PRIOR TO THE INSTALLATION OF AND BORE CASING 30" IN DIAMETER OR LARGER.

D98: Rev. 02/14/11

PRECAST TUB-TYPE VAULTS SEE UGS VA 410



CONSULT MANUFACTURER'S INSTALLATION GUIDES FOR EXACT EXCAVATION DIMENSIONS FOR EACH STRUCTURE SIZE.

ITEM NUMBER	NOMINAL SIZE	TYPE	MANUFACTURER'S NUMBERS	
			JENSEN PRECAST	UTILITY VAULT CO.
V510	5' x 10'-6" x 7'	TUB STYLE	K5106-FV84-11	ED 5106-84VT
V510I	5' x 10'-6" x 7'	INTERCEPT	K5106-FV84-11-INT	ED 5106-84VT-INT
V612	6' x 12' x 7'	TUB STYLE	K612-FV84-11	ED 612-84VT
V612I	6' x 12' x 7'	INTERCEPT	K612-FV84-11-INT	ED 612-84VT-INT
V714	7' x 14' x 8'	TUB STYLE	K714-FV96-11	ED 714-96VT
V714I	7' x 14' x 8'	INTERCEPT	K714-FV96-11-INT	ED 714-96VT-INT
V718A	7' x 18' x 8' TYPE 1	TUB STYLE	K718-FV96-11	ED 718-960V-TYPE 1
V718AI	7' x 18' x 8' TYPE 1	INTERCEPT	K718-FV96-11-INT	ED 718-960V-INT-TYPE 1
V718B	7' x 18' x 8' TYPE 2	TUB STYLE	---	ED 718-960V-TYPE 2
V718BI	7' x 18' x 8' TYPE 2	INTERCEPT	---	ED 718-960V-INT-TYPE 2

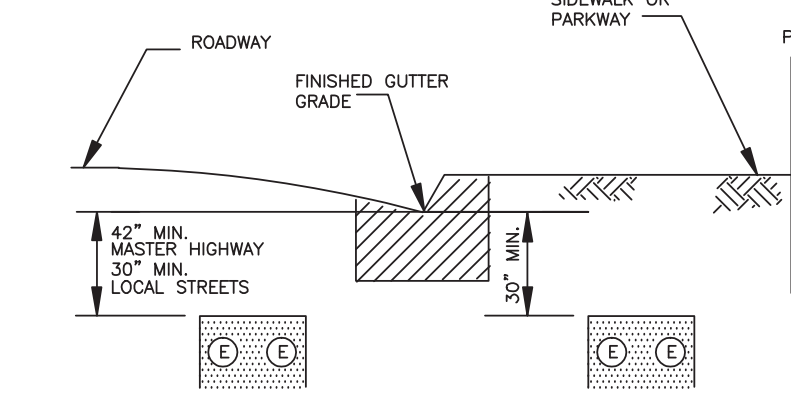
NOTES:

- CONDUIT TERMINATORS TO BE GENERALLY LOCATED AS SHOWN ON UGS CD 142. STANDARD CONDUIT ENTRANCE SHALL BE A FLATWALL DESIGN. SLIGHT VARIATIONS BY MANUFACTURERS MAY BE ALLOWABLE WITH COMPANY APPROVAL.
- TUB-TYPE STRUCTURES SHALL BE FURNISHED WITH 1/2" THREADED BRONZE GROUNDING INSERTS, AS SHOWN ON UGS VA 411.
- ALL VENT LOCATIONS TO BE FURNISHED WITH 10" PLASTIC VENT TERMINATORS.
- INSIDE WALLS AND CEILING TO BE PAINTED WHITE.

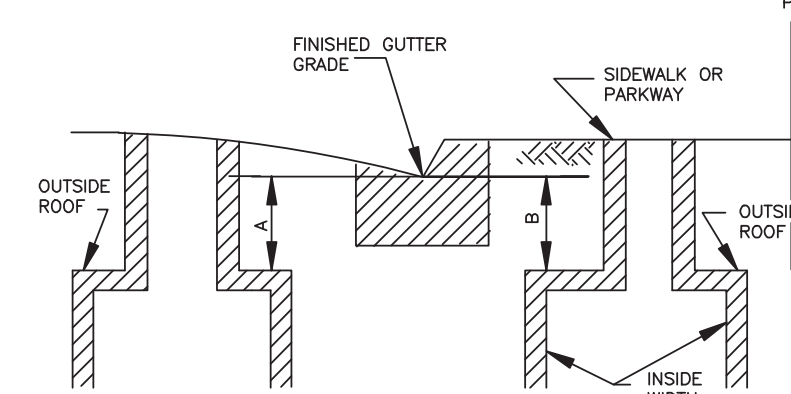
REF: UGS GI 030 GENERAL SPECIFICATION FOR PRECAST STRUCTURES  
UGS GI 035 ALLOWABLE TOLERANCES FOR INSTALLED PRECAST STRUCTURES  
UGS VA 410 PRECAST TUB-TILE VAULTS  
UGS VA 470 VAULT NECK, POURED OR PRECAST  
UGS FC 660 VAULT COVER-PRECAST CONCRETE 48" X 60"  
UGS AC 711 SUMP DRAIN AND DETAIL  
UGS AC 725 INSERTS: TYPE, LOCATION, AND QUANTITY  
UGS AC 742 LADDER  
UGS AC 751 VENT LOCATIONS

D60: Rev. 02/14/11

LOS ANGELES COUNTY COVER REQUIREMENTS FOR SUBSTRUCTURES



CONDUIT



VAULTS & MANHOLES

A	36" MIN. IF IN MASTER HIGHWAY	
A	36" MIN. IF IN LOCAL STREETS	
B	30" MIN. IF IN MASTER HIGHWAY	4'-6" IN SIDE WIDTH AND UNDER
B	30" MIN. IF IN LOCAL STREETS	4'-7" INSIDE WIDTH AND OVER

D79: REV. 3/21/00

PRELIMINARY Not For Construction

UNDERGROUND SERVICE ALERT  
Dial 811

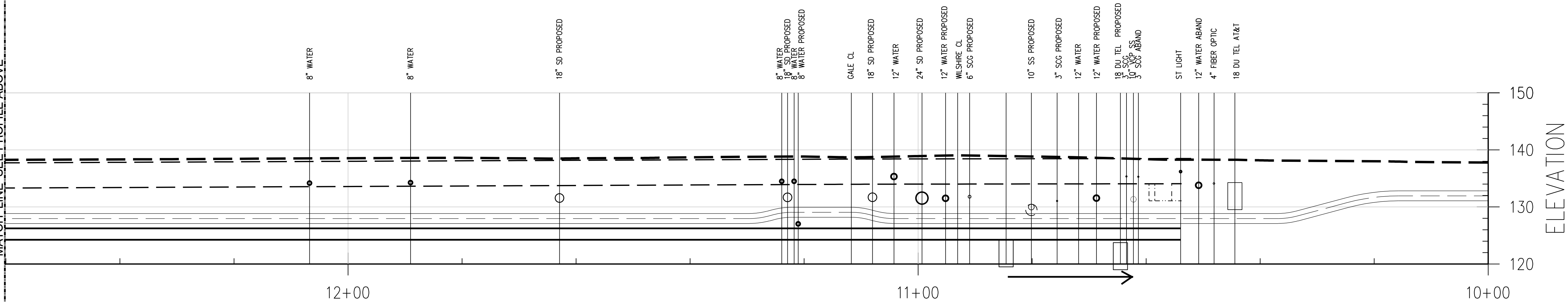
For Underground Locating  
2 Working Days Before You Dig

DISTRICT 42 - SANTA MONICA	PROJ. MGR. PARIKH, JAY PHONE: 310-315-3224	PLANNER PARIKH, JAY PHONE: 310-315-3224	DESIGN NO.
FOREMAN	TRUCK NO. P/E 65-64B	INVENTORY MAP NO. THOMAS GUIDE J.P.A. NO.	ASSOCIATED DESIGN NO.
CSD 140 Y	BY-PASS EXISTING	TLM	LOAD
PRODUCT/SAP NO. <b>TD# 712943-RELOCATE FACILITIES</b>	PRODUCT/SAP NO.	PRODUCT/SAP NO.	
P	11/21/13	J. PARIKH 30224	
TYPE APPROVED BY	DATE	CHECKED BY	DRAWN BY PAX #
Southern California Edison Company			
PROPOSED CONSTRUCTION (LOCATION) METRO - RELOCATION WEST SIDE SUBWAY SAN VICENTE BLVD AND WILSHIRE BLVD BEVERLY HILLS			JOB NO. 500420_1.01

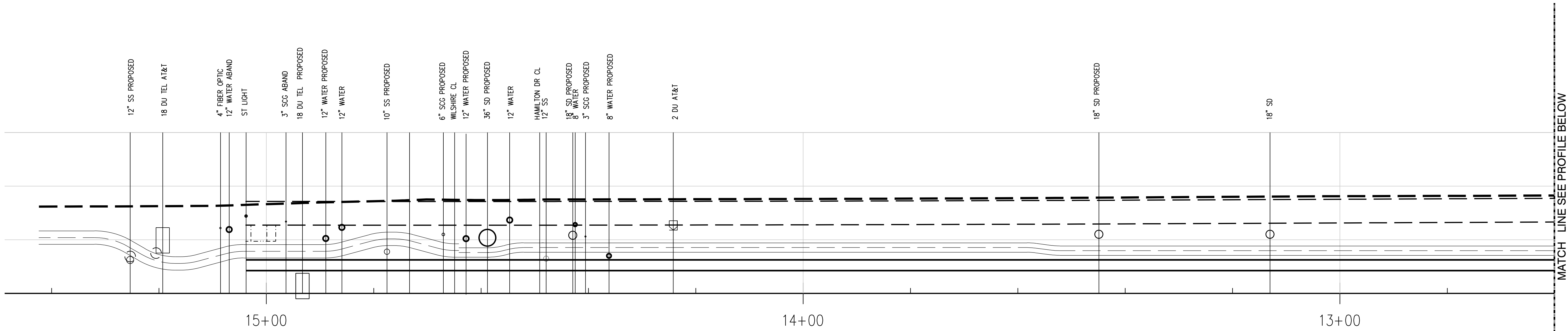




MATCH LINE SEE PROFILE ABOVE



4-5" FROM GALE DR TO HAMILTON DR



MATCH LINE SEE PROFILE BELOW

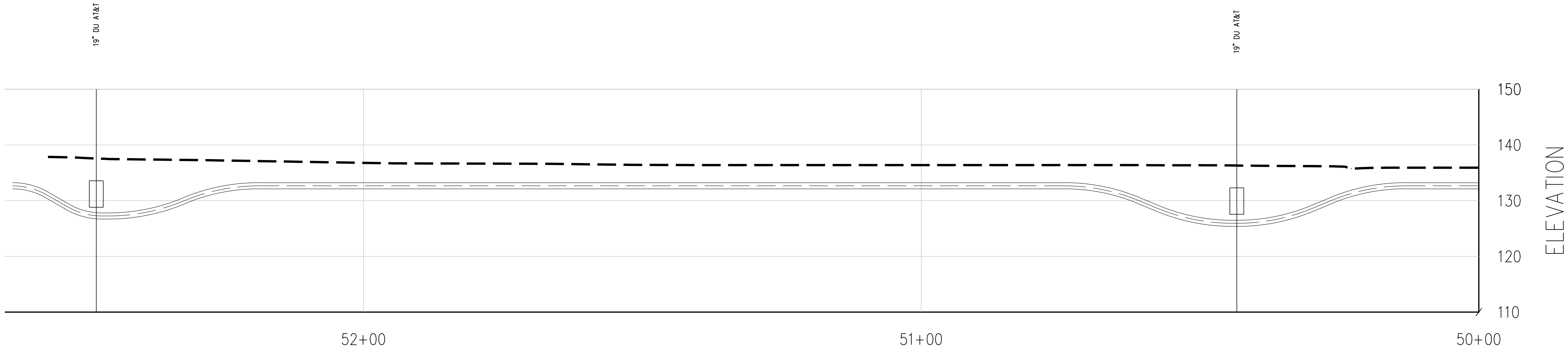
REV	DATE	BY	APP	REG NO	EXPIRES	SEAL HOLDER	DESCRIPTION

DESIGNED BY J. VARIAS
DRAWN BY R. NACION
CHECKED BY Z. MUDAR
IN CHARGE N. HUMBY
DATE 02/21/2014

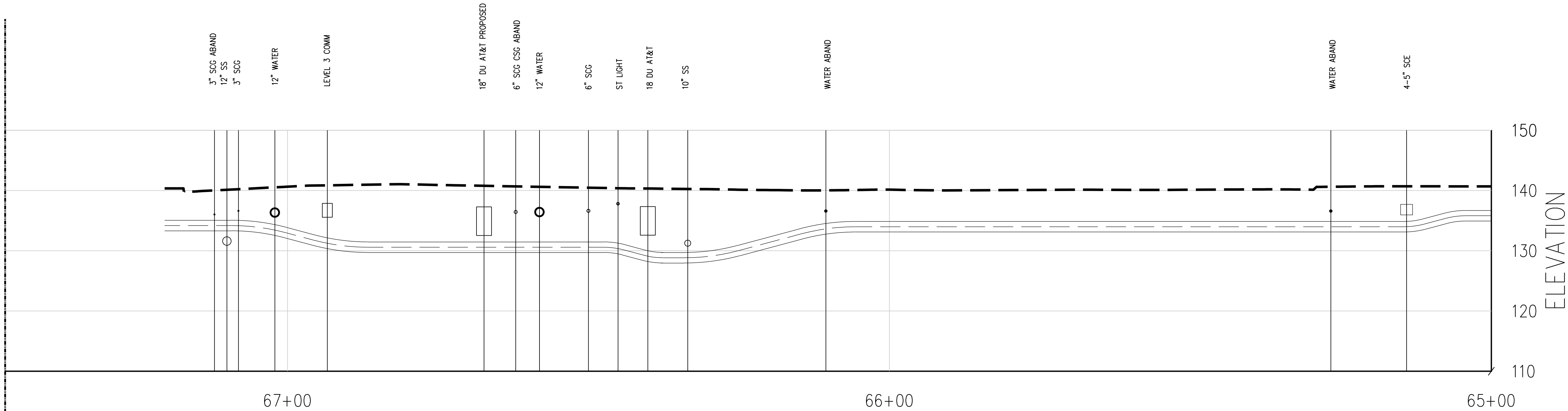


LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
777 SOUTH FIGUEROA STREET, 11TH FLOOR LOS ANGELES, CA 90017
PREPARED UNDER THE SUPERVISION OF:
NAME: ZAFER MUDARS UC. # C64154- EXPIRES 12/31/14 DATE

WESTSIDE SUBWAY EXTENSION ADVANCED UTILITY RELOCATION
WILSHIRE BLVD – LA CIENEGA STATION SCE – POWER RELOCATION PROFILES SHEET 2 OF 5
CONTRACT NO C1056
DRAWING NO E-102
SCALE 1" = 20'
SHEET NO 069



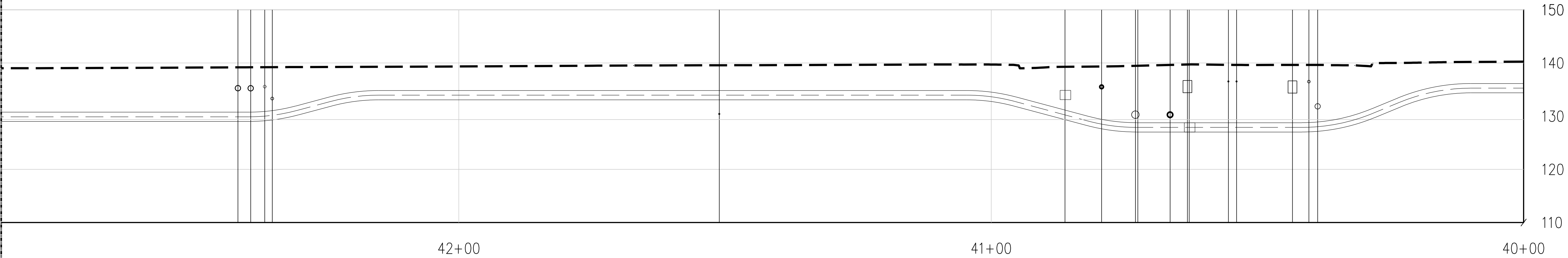
1-5" FROM HAMILTON DR TO LA CIENEGA BLVD



4-5" BETWEEN V5040384 TO V56467

								DESIGNED BY J. VARIAS		 <b>Metro</b>	LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY		WESTSIDE SUBWAY EXTENSION ADVANCED UTILITY RELOCATION WILSHIRE BLVD – LA CIENEGA STATION SCE – POWER RELOCATION PROFILES SHEET 3 OF 5		CONTRACT NO C1056	
								DRAWN BY R. NACION							REV	
								CHECKED BY Z. MUDAR								
								IN CHARGE N. HUMBY								
								DATE 02/21/2014								
REV	DATE	BY	APP	REG NO	EXPIRES	SEAL HOLDER	DESCRIPTION	NAME: ZAFER MUDARS		LIC. # C64154: EXPIRES 12/31/14 DATE				SHEET NO 070		

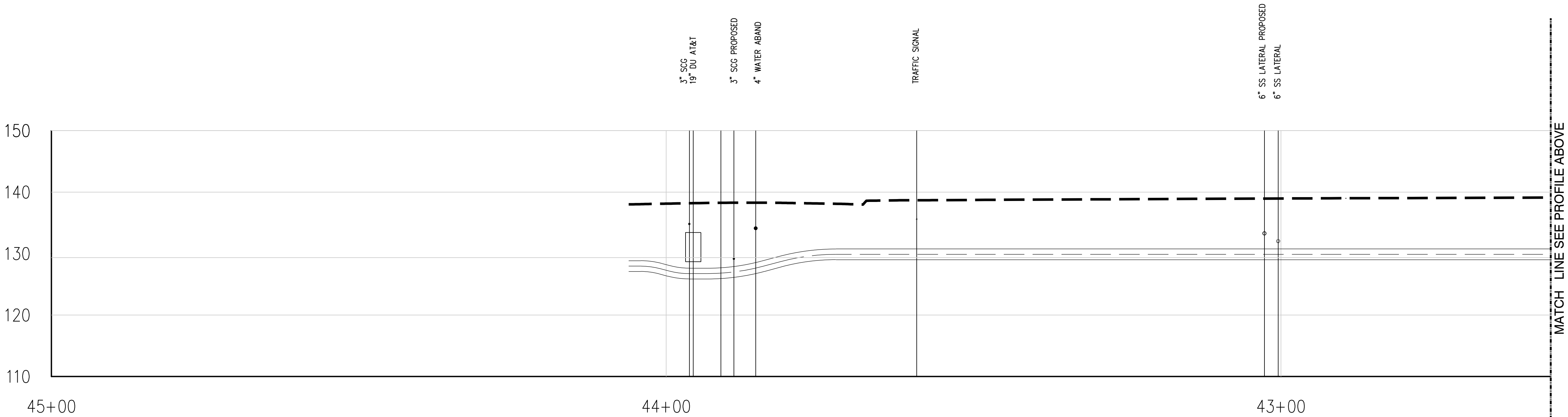
MATCH LINE SEE PROFILE BELOW



ELEVATION

4-5" BETWEEN TOWER AND GALE

ELEVATION



MATCH LINE SEE PROFILE ABOVE

4-5" BETWEEN TOWER AND GALE

REV	DATE	BY	APP	REG NO	EXPIRES	SEAL HOLDER	DESCRIPTION

DESIGNED BY J. VARIAS
DRAWN BY R. NACION
CHECKED BY Z. MUDAR
IN CHARGE N. HUMBY
DATE 02/21/2014

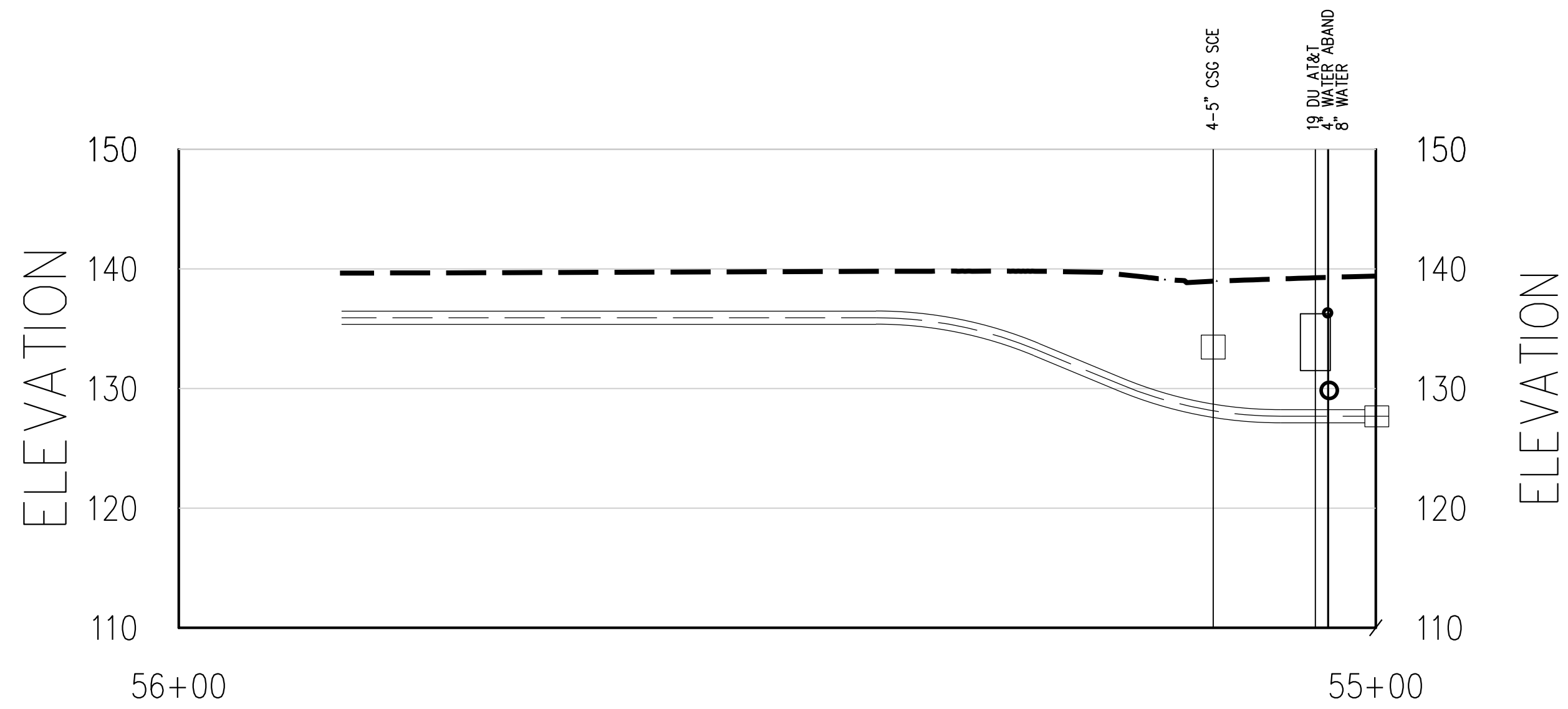


LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
777 SOUTH FIGUEROA STREET, 11TH FLOOR LOS ANGELES, CA 90017
PREPARED UNDER THE SUPERVISION OF:
NAME: ZAFER MUDARS LIC. # C64154 EXPIRES 12/31/14 DATE

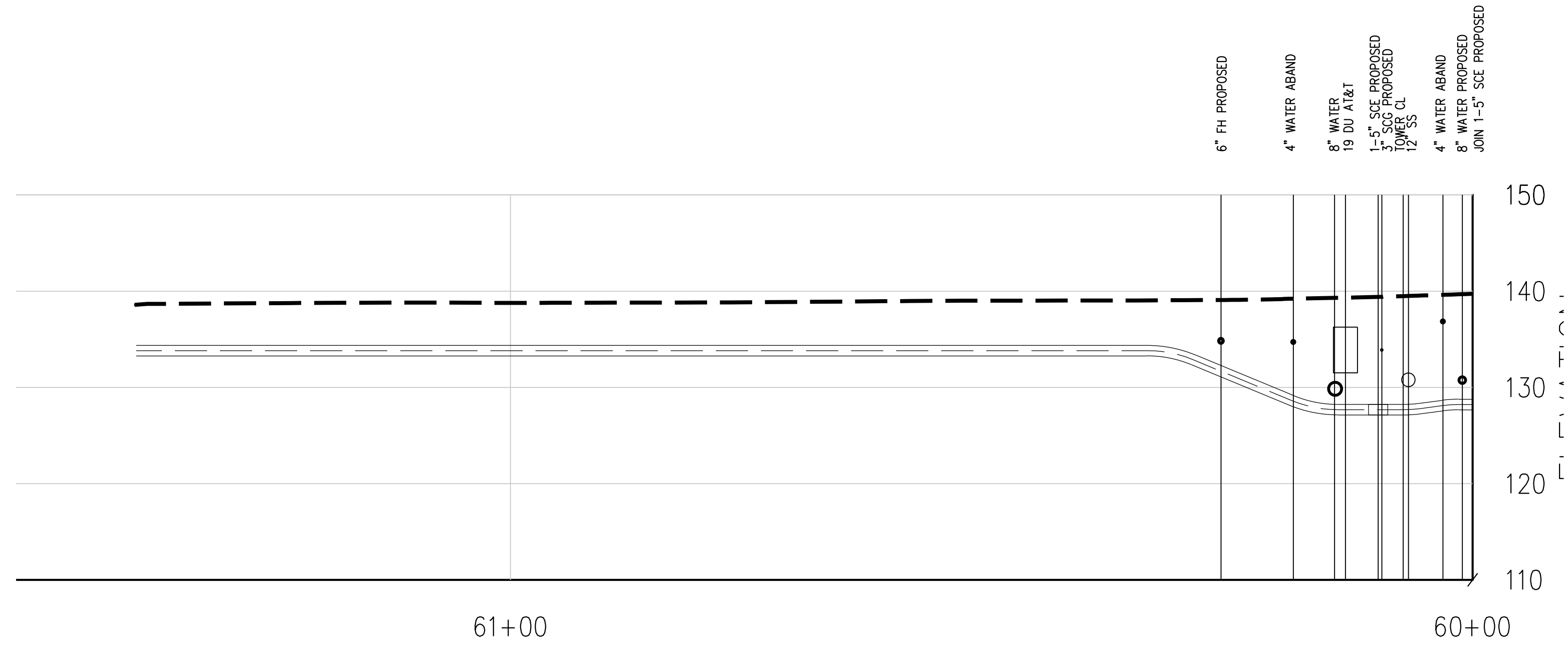
WESTSIDE SUBWAY EXTENSION ADVANCED UTILITY RELOCATION
WILSHIRE BLVD – LA CIENEGA STATION SCE – POWER RELOCATION PROFILES SHEET 4 OF 5

CONTRACT NO C1056	REV
DRAWING NO E-104	
SCALE 1" = 20'	
SHEET NO 071	

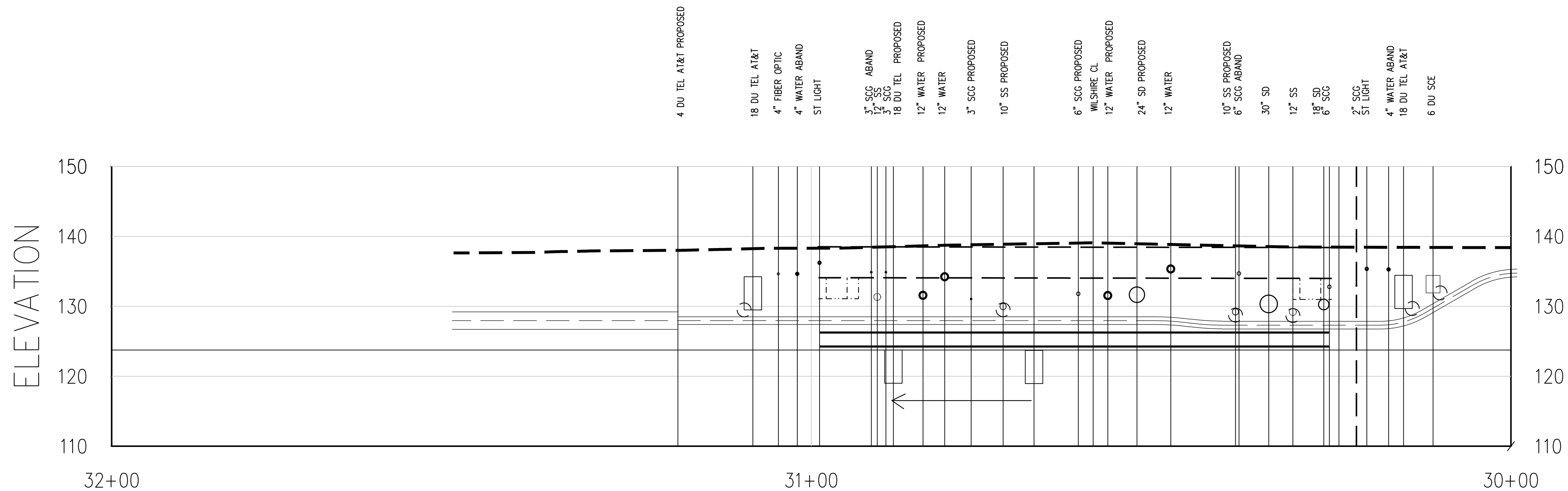




1-5" FROM TOWER DR TO GALE DR

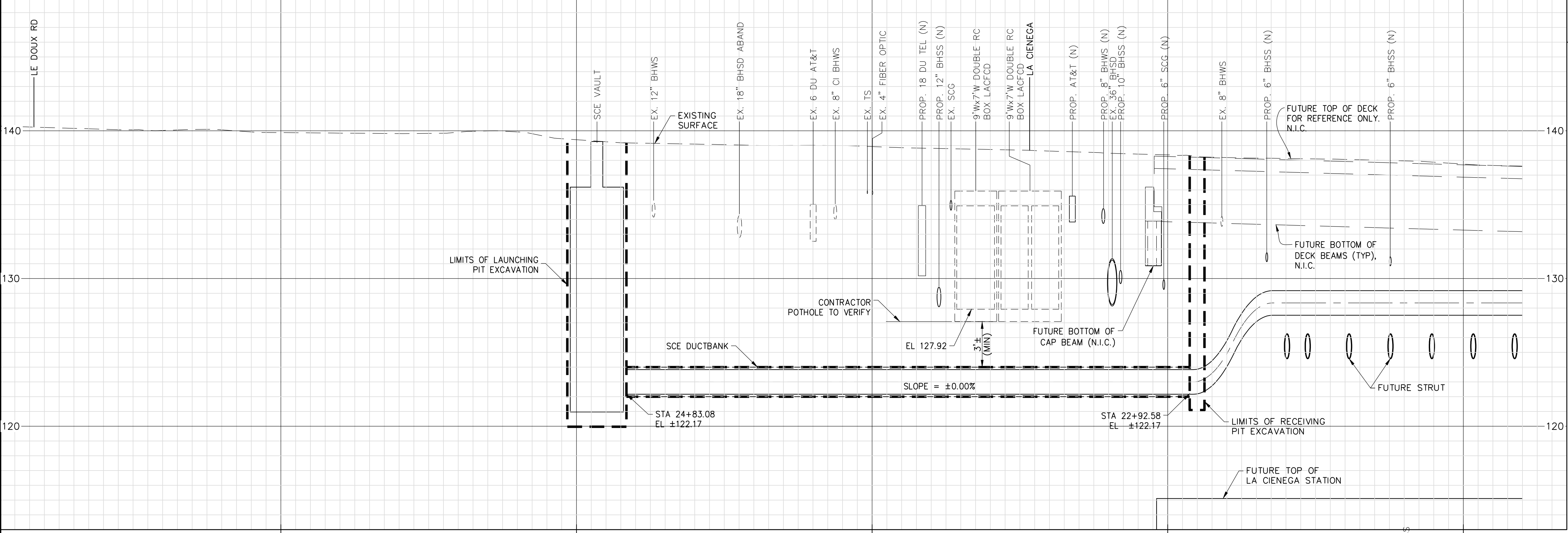


2-5" ALONG TOWER DR TO VAULT 5646



2-5" ALONG GALE DR

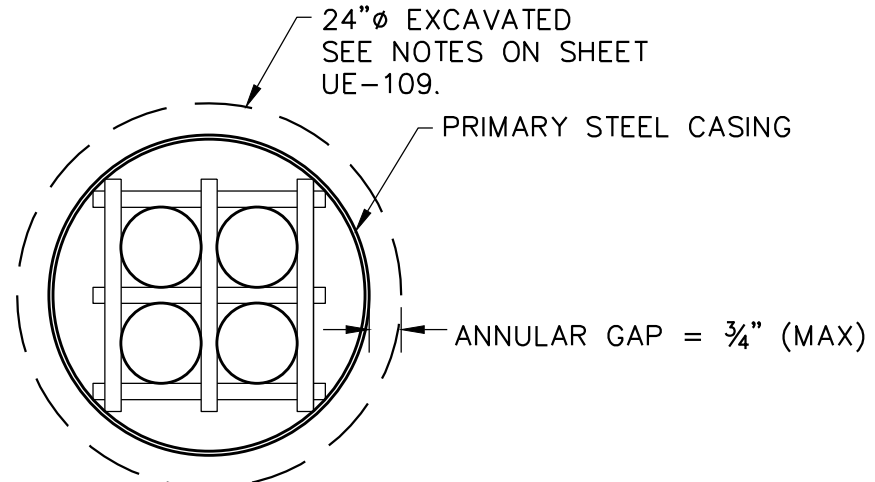
							DESIGNED BY J. VARIAS			LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY	777 SOUTH FIGUEROA STREET, 11TH FLOOR LOS ANGELES, CA 90017	PREPARED UNDER THE SUPERVISION OF:	NAME: ZAFER MUDARS	LIC. # C64154; EXPIRES 12/31/14 DATE	WESTSIDE SUBWAY EXTENSION ADVANCED UTILITY RELOCATION WILSHIRE BLVD – LA CIENEGA STATION SCE – POWER RELOCATION PROFILES SHEET 5 OF 5	CONTRACT NO C1056	
							DRAWN BY R. NACION									DRAWING NO E-105	REV
							CHECKED BY Z. MUDAR									SCALE 1" = 20'	
							IN CHARGE N. HUMBY									SHEET NO 072	
REV	DATE	BY	APP	REG NO	EXPIRES	SEAL HOLDER	DESCRIPTION	DATE 02/21/2014									



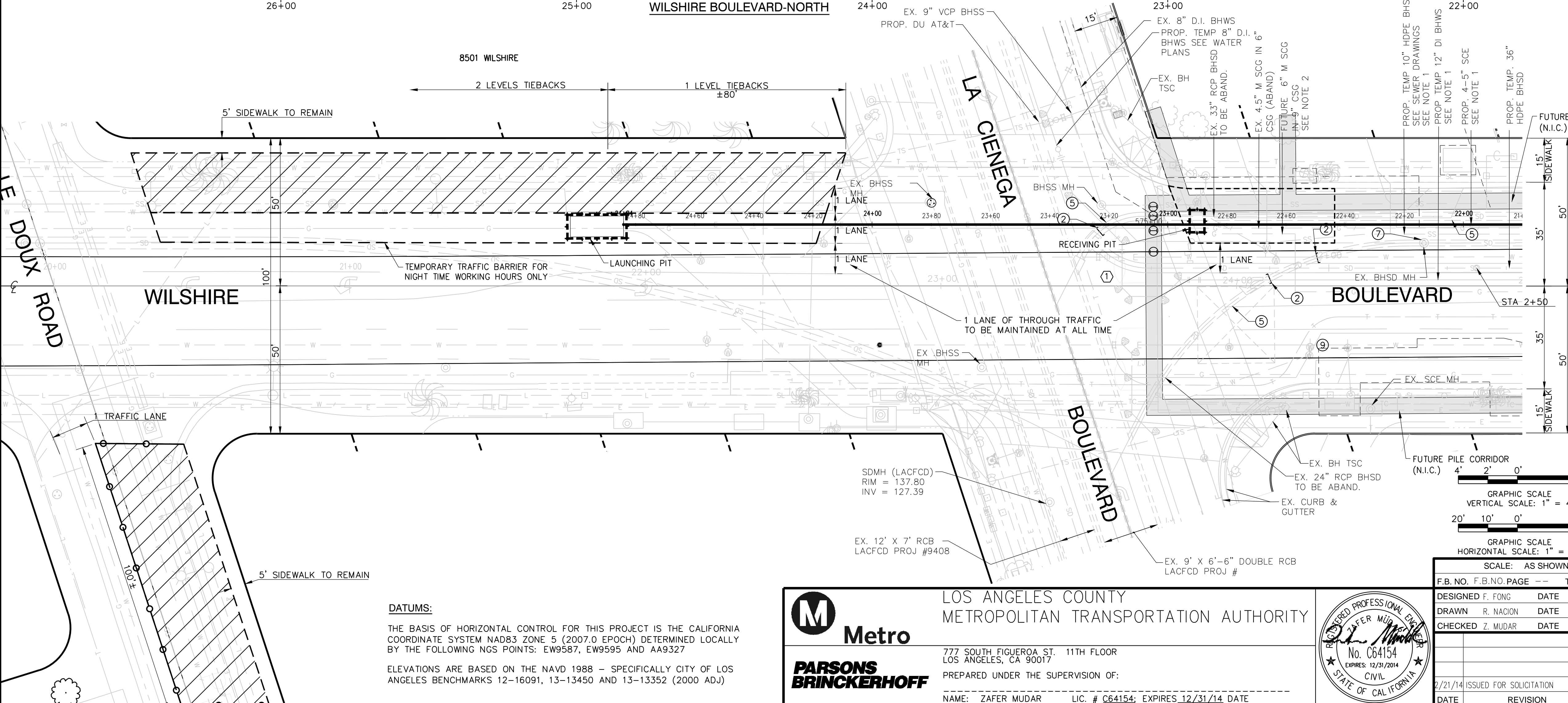
HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

**ABBREVIATIONS:**

BH =CITY OF BEVERLY HILLS  
EX =EXISTING  
N.I.C. =NOT IN CONTRACT  
PROP =PROPOSED



SEE SCE STD CD-121  
(SHEETS 1 TO 3)



**LEGEND:**

- [Dashed line] TEMPORARY WORK ZONE, FOR NIGHT TIME WORKING HOURS ONLY
- [Hatched area] PROPOSED STAGING AREA FOR DAY TIME STAGING & STORAGE
- [Line with circles] 20' HIGH SOUND BARRIER WALL

**NOTES:**

- TO BE CONSTRUCTED PER C1056 ADVANCED UTILITY RELOCATIONS CONTRACT PACKAGE.
- C1056 CONTRACTOR TO VERIFY STATUS OF UTILITY RELOCATIONS WITH THE OWNER.
- FUTURE PILE CORRIDOR, APPENDAGES AND STATION ENTRANCES ARE SHOWN FOR REFERENCE ONLY AND N.I.C.
- LIMITS OF WORK ZONE AND STAGING AREAS ARE TO BE DETERMINED BY THE CONTRACTOR.
- SEE SHEET UE-109 FOR TRENCHLESS CONSTRUCTION NOTES.

C1056 AUR CONTRACT DRAWING NO. UE-106

**PROJECT:** BEVERLY HILLS  
**WESTSIDE SUBWAY EXTENSION**  
**ADVANCED UTILITY RELOCATIONS**  
WILSHIRE / LA CIENEGA STATION  
SCE DUCTBANK CONSTRUCTION  
PLAN AND PROFILE  
STA 20+00.00 TO STA 24+84.08

SUBMITTED	DATE	JOB NO.	1335	DRAWING NO.	7443
APPROVED	DATE	CITY ENGINEER		SHEET	73 OF 76
CITY OF BEVERLY HILLS, CALIFORNIA CIVIL ENGINEERING DEPARTMENT					

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

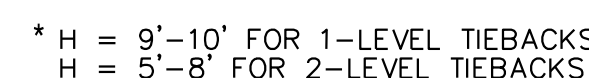
PREPARED UNDER THE SUPERVISION OF:  
NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE

F.B. NO.	F.B. NO.	PAGE	TO
DESIGNED F. FONG	DATE	02/21/14	
DRAWN R. NACION	DATE	02/21/14	
CHECKED Z. MUDAR	DATE	02/21/14	
2/21/14	ISSUED FOR SOLICITATION	ZM	
DATE	REVISION	BY	

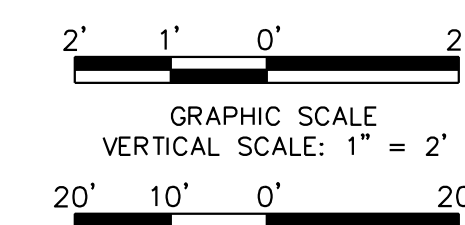
**DATUMS:**  
THE BASIS OF HORIZONTAL CONTROL FOR THIS PROJECT IS THE CALIFORNIA COORDINATE SYSTEM NAD83 ZONE 5 (2007.0 EPOCH) DETERMINED LOCALLY BY THE FOLLOWING NGS POINTS: EW9587, EW9595 AND AA9327  
ELEVATIONS ARE BASED ON THE NAVD 1988 - SPECIFICALLY CITY OF LOS ANGELES BENCHMARKS 12-16091, 13-13450 AND 13-13352 (2000 ADJ)

**ABBREVIATIONS:**

BH =CITY OF BEVERLY HILLS  
EX =EXISTING  
N.I.C. =NOT IN CONTRACT  
PROP =PROPOSED



SECTION  
@ STA 22+90



1. TO BE CONSTRUCTED PER C1056 ADVANCED UTILITY RELOCATIONS CONTRACT PACKAGE.
2. C1056 CONTRACTOR TO VERIFY STATUS OF UTILITY RELOCATIONS WITH THE OWNER.
3. FUTURE PILE CORRIDOR, APPENDAGES, STATION ENTRANCES AND TUNNELS ARE SHOWN FOR REFERENCE ONLY AND N.I.C.

PROJECT: BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE / LA CIENEGA STATION  
SCE DUCTBANK CONSTRUCTION  
SECTIONS  
STA 24+84 AND STA 22+90

JOB NO. 1335	DRAWING NO. 7443
	SHEET 74 OF 76 SHEET

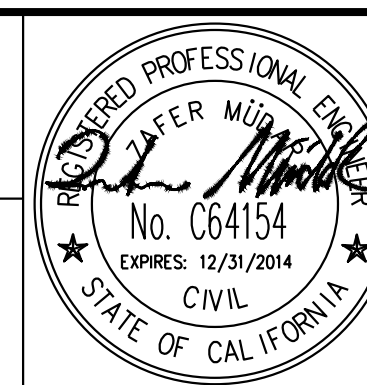
CITY OF BEVERLY HILLS, CALIFORNIA  
CIVIL ENGINEERING DEPARTMENT



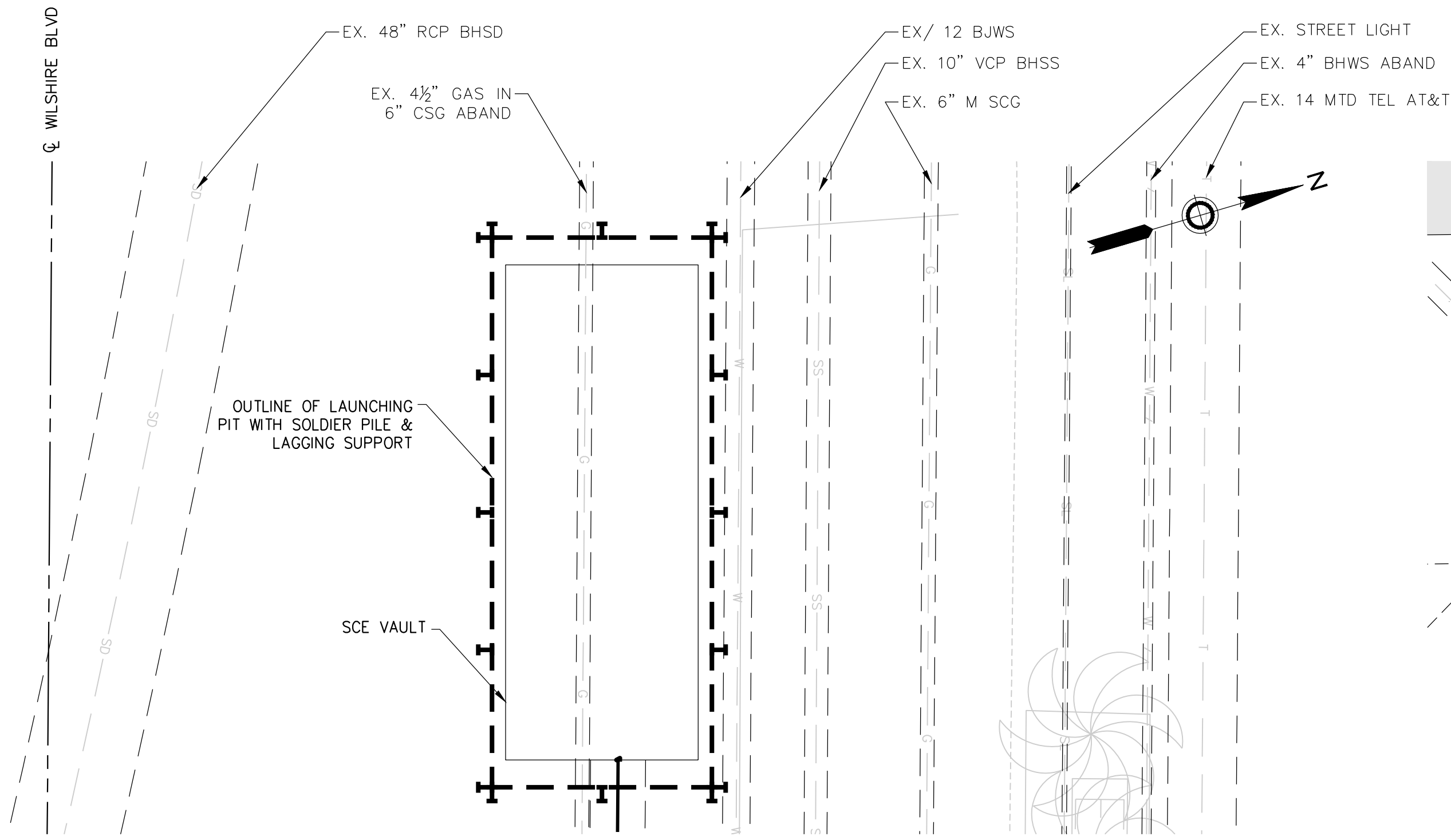
777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF

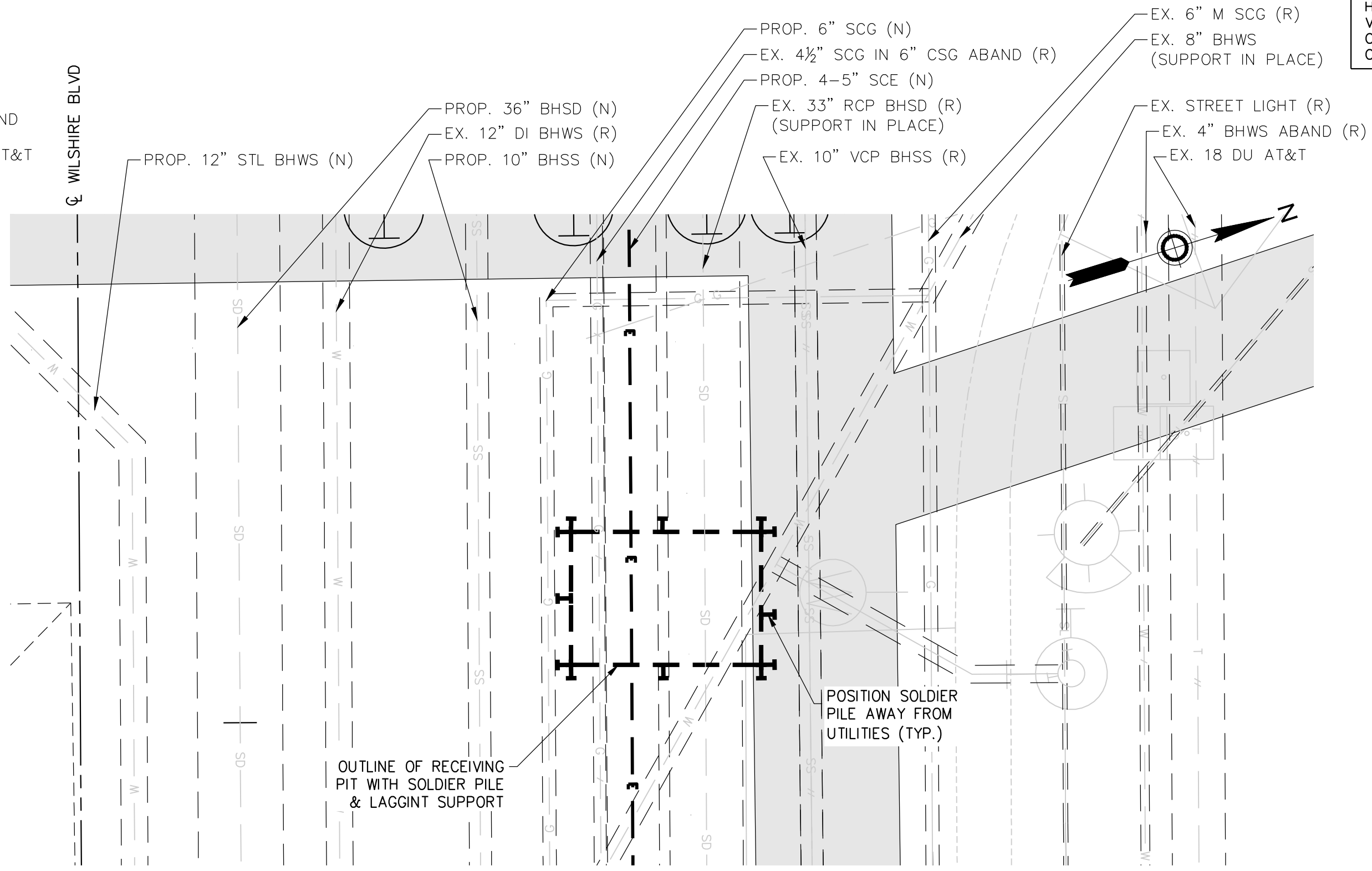
NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE



HORIZONTAL SCALE: 1" = 20'			
SCALE: AS SHOWN			
F.B. NO.	F.B. NO.	PAGE --	TO --
DESIGNED	F. FONG	DATE	02/21/14
DRAWN	R. NACION	DATE	02/21/14
CHECKED	Z. MUDAR	DATE	02/21/14
2/21/14	ISSUED FOR SOLICITATION		ZM
DATE	REVISION		BY



PLAN  
@ LAUNCHING PIT

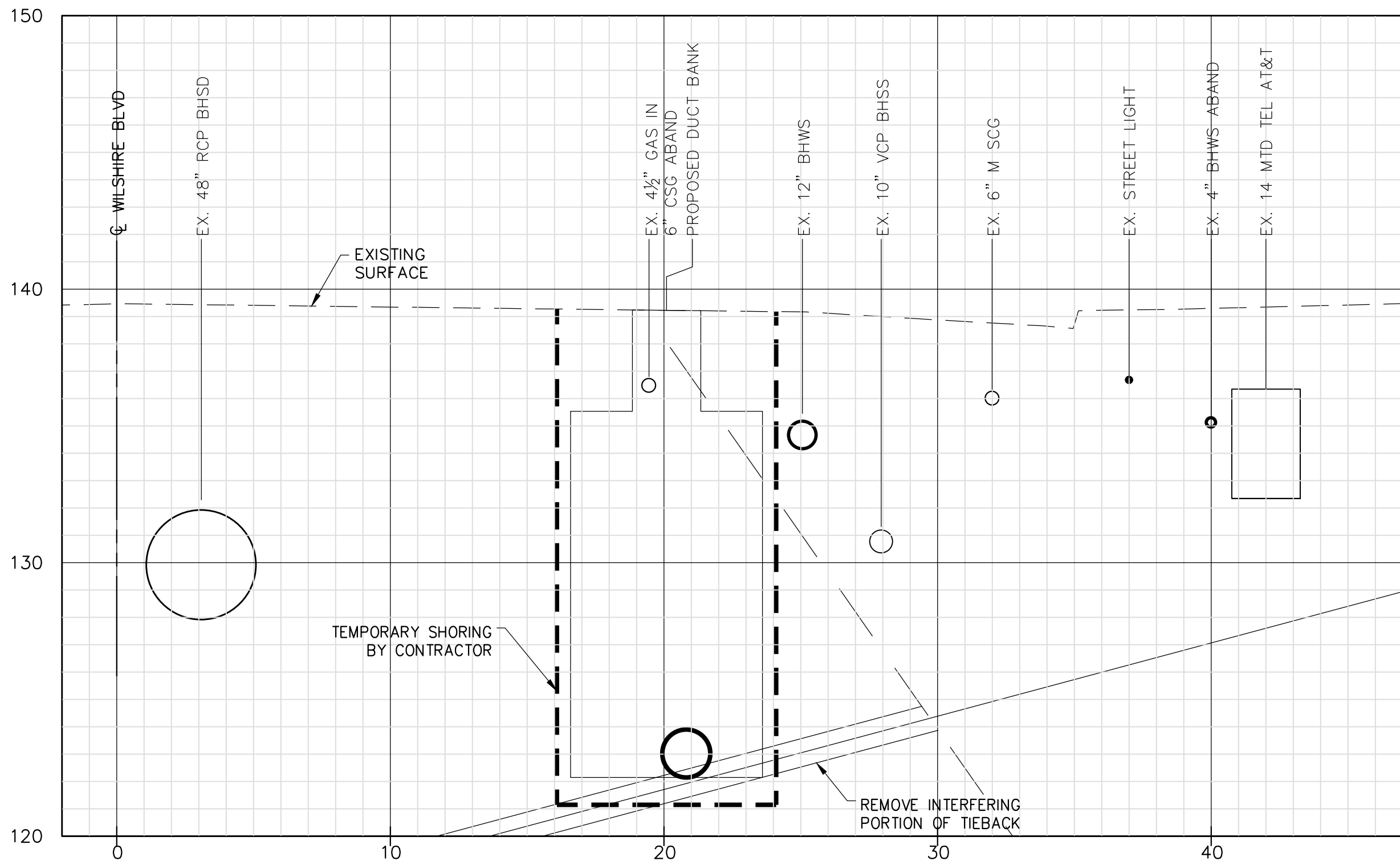


PLAN  
@ RECEIVING PIT

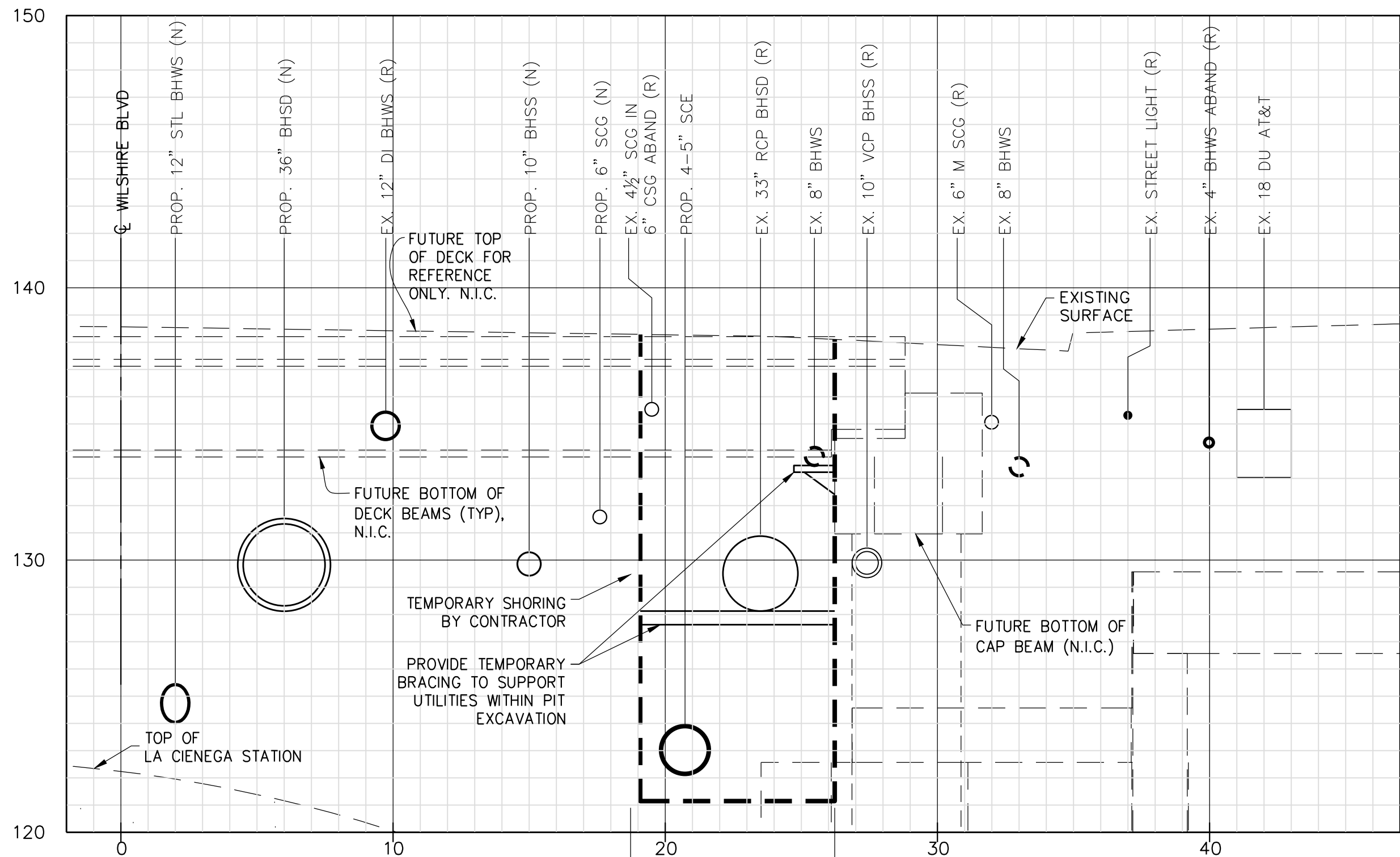
HORIZONTAL AND VERTICAL LOCATIONS TO BE VERIFIED IN THE FIELD AND ENGINEER NOTIFIED OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

ABBREVIATIONS:

BH =CITY OF BEVERLY HILLS  
EX =EXISTING  
N.I.C. =NOT IN CONTRACT  
PROP =PROPOSED



SECTION  
@ STA 24+84



SECTION  
@ STA 22+90

NOTES:

1. TO BE CONSTRUCTED PER C1056 ADVANCED UTILITY RELOCATIONS CONTRACT PACKAGE.
2. C1056 CONTRACTOR TO VERIFY STATUS OF UTILITY RELOCATIONS WITH THE OWNER.
3. FUTURE PILE CORRIDOR, APPENDAGES AND STATION ENTRANCES ARE SHOWN FOR REFERENCE ONLY AND N.I.C.
4. LOCATIONS AND DEPTHS OF ALL UTILITIES ADJACENT TO PROPOSED CONSTRUCTION SHALL BE POTHOLED AND IDENTIFIED IN THE FIELD PRIOR TO ACTUAL CONSTRUCTION.
5. SEE SHEET UE-109 FOR TRENCHLESS CONSTRUCTION NOTES.
6. ALL SUPPORT SHOWN IS SCHEMATIC ONLY AND SHALL BE DESIGNED BY THE CONTRACTOR.

C1056 AUR CONTRACT DRAWING NO. UE-108

PROJECT: BEVERLY HILLS  
WESTSIDE SUBWAY EXTENSION  
ADVANCED UTILITY RELOCATIONS  
WILSHIRE / LA CIENEGA STATION  
SCE DUCTBANK CONSTRUCTION  
PLAN AND SECTION  
LAUNCHING & RECEIVING PIT

SUBMITTED \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER

JOB NO. 1335 DRAWING NO. 7443


SHEET 75 OF 76 SHEET

CITY OF BEVERLY HILLS, CALIFORNIA  
CIVIL ENGINEERING DEPARTMENT

DATUMS:

THE BASIS OF HORIZONTAL CONTROL FOR THIS PROJECT IS THE CALIFORNIA COORDINATE SYSTEM NAD83 ZONE 5 (2007.0 EPOCH) DETERMINED LOCALLY BY THE FOLLOWING NGS POINTS: EW9587, EW9595 AND AA9327

ELEVATIONS ARE BASED ON THE NAVD 1988 - SPECIFICALLY CITY OF LOS ANGELES BENCHMARKS 12-16091, 13-13450 AND 13-13352 (2000 ADJ)



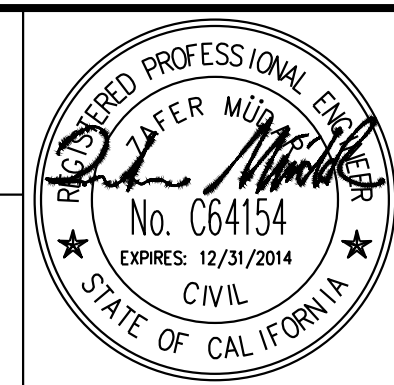
**Metro**

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

PREPARED UNDER THE SUPERVISION OF:

NAME: ZAFER MUDAR LIC. # C64154; EXPIRES 12/31/14 DATE



SCALE: AS SHOWN			
F.B. NO.	F.B. NO.	PAGE	TO
DESIGNED F. FONG	DATE	02/21/14	
DRAWN R. NACION	DATE	02/21/14	
CHECKED Z. MUDAR	DATE	02/21/14	
2/21/14	ISSUED FOR SOLICITATION	ZM	
DATE	REVISION	BY	

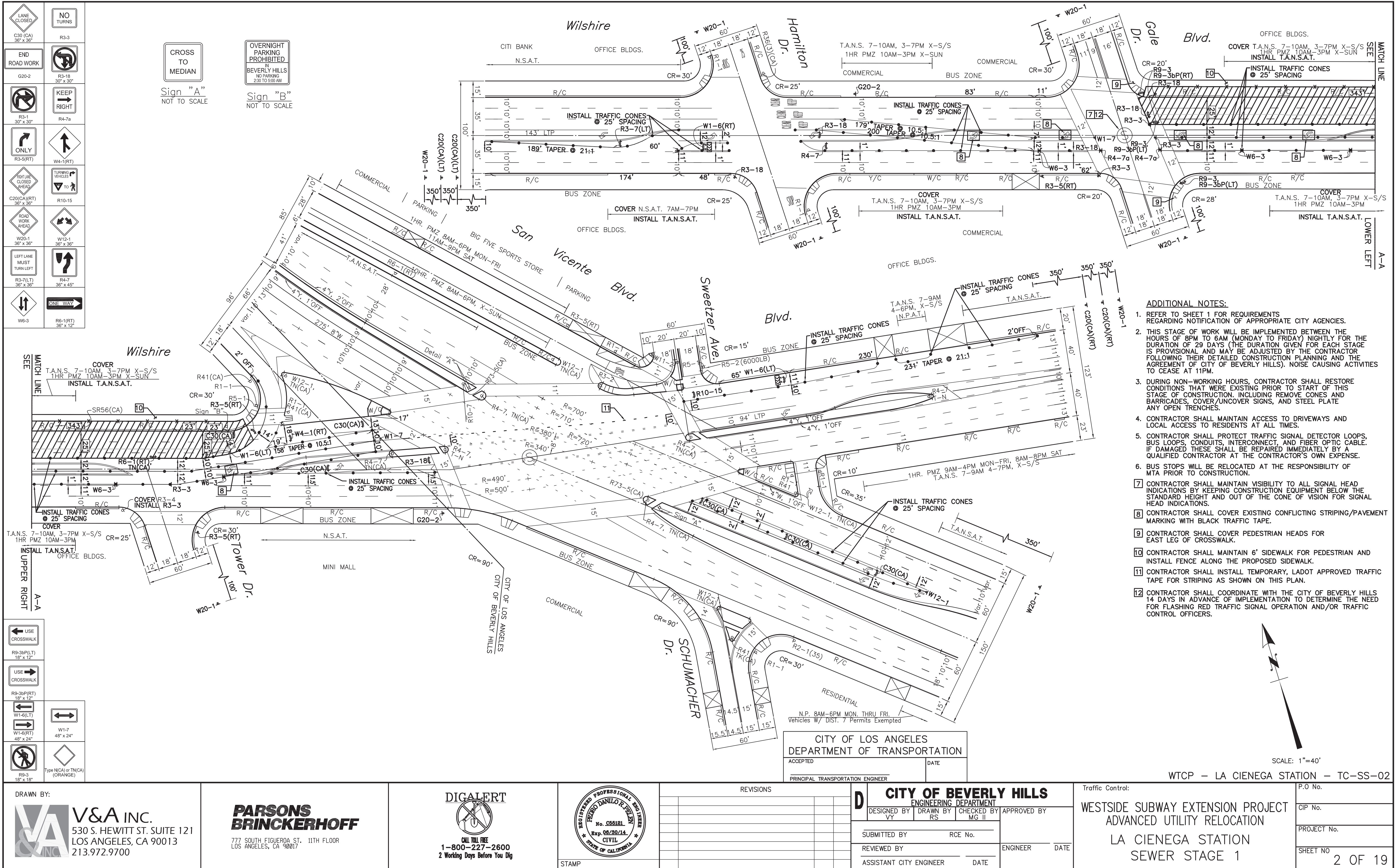








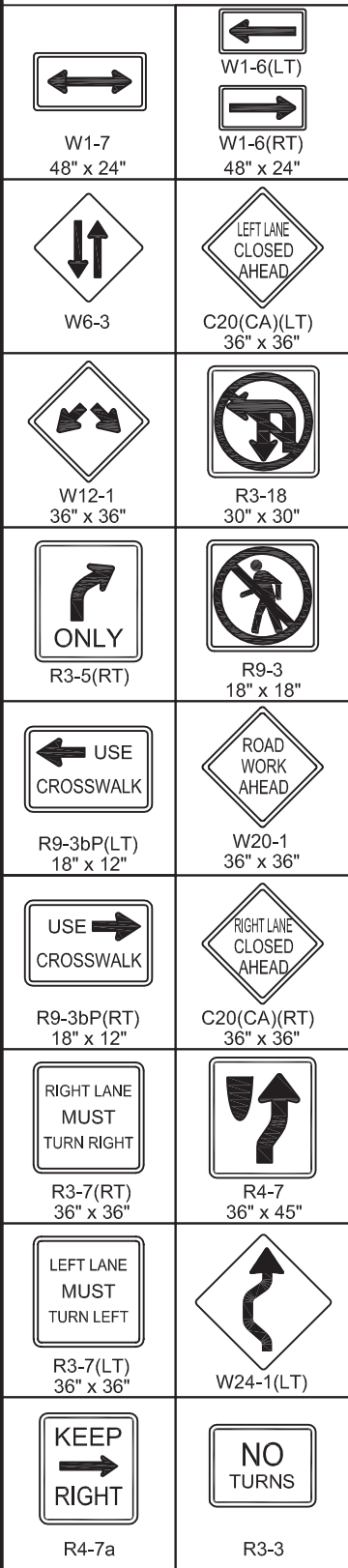
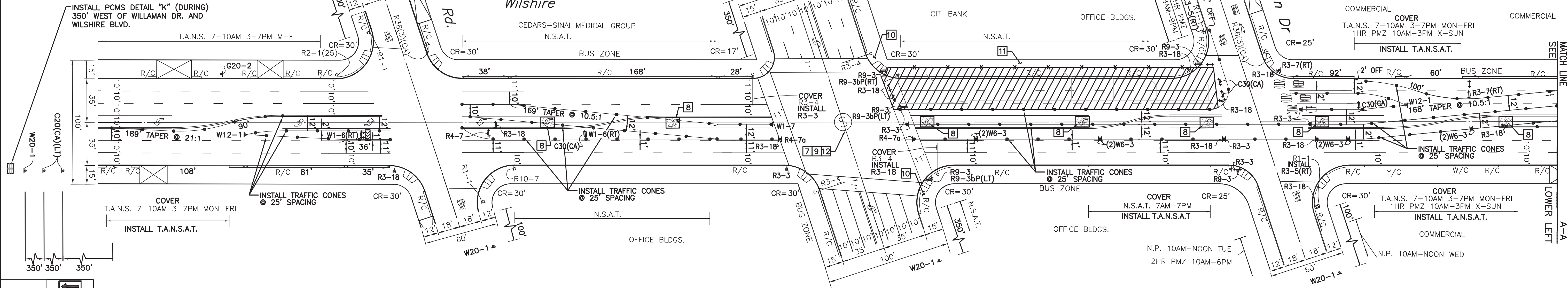
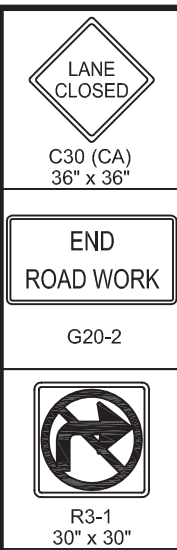






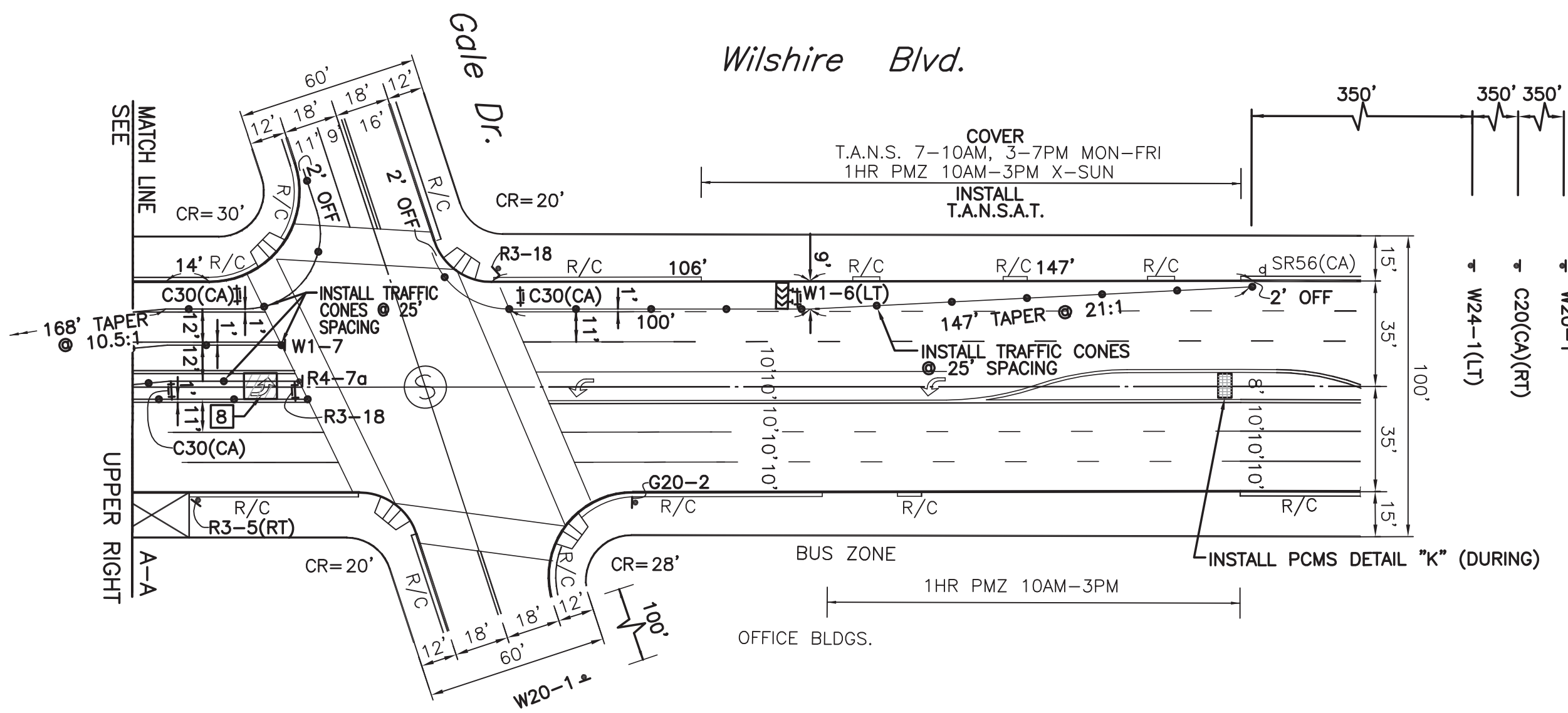






ADDITIONAL NOTES:

- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
- THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 6AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF 18 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
- DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
- CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
- CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
- BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.
- CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.
- CONTRACTOR SHALL COVER EB & WB LEFT TURN ARROW HEADS WITH DETACHABLE HEAD COVER AND DE-ENERGIZE AS DIRECTED BY TRAFFIC SIGNAL INSPECTOR.
- CONTRACTOR SHALL COVER PEDESTRIAN HEADS FOR EAST LEG OF CROSSWALK.
- CONTRACTOR SHALL MAINTAIN 6' SIDEWALK FOR PEDESTRIAN AND INSTALL FENCE ALONG THE PROPOSED SIDEWALK.
- CONTRACTOR SHALL COORDINATE WITH THE CITY OF BEVERLY HILLS 14 DAYS IN ADVANCE OF IMPLEMENTATION TO DETERMINE THE NEED FOR FLASHING RED TRAFFIC SIGNAL OPERATION AND/OR TRAFFIC CONTROL OFFICERS.



LEFT TURN CLOSED  
AT LA CIENEGA  
DETAIL "K"  
TO BE IN OPERATION DURING CLOSURE

SCALE: 1"=40'

WTCP - LA CIENEGA STATION - TC-SS-04

DRAWN BY:

V&A INC.  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

PARSONS  
BRINCKERHOFF  
777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

DIGALERT  
CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig



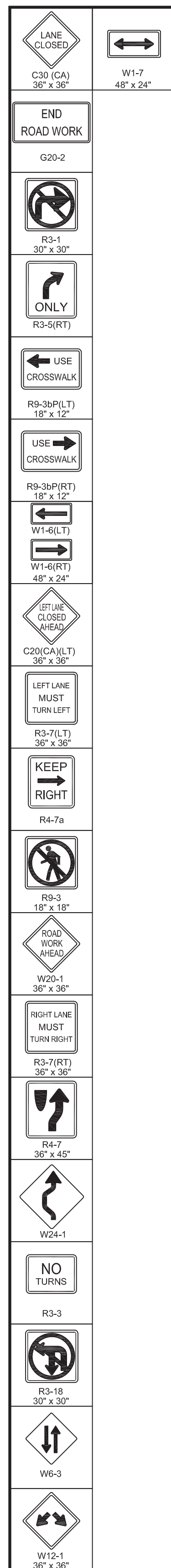
REVISIONS

CITY OF BEVERLY HILLS  
ENGINEERING DEPARTMENT  
DESIGNED BY VY DRAWN BY RS CHECKED BY MG II APPROVED BY  
SUBMITTED BY RCE No.  
REVIEWED BY  
ASSISTANT CITY ENGINEER DATE  
ENGINEER DATE

Traffic Control:  
WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
SEWER STAGE 3

P.O. No.  
CIP No.  
PROJECT No.  
SHEET NO  
4 OF 19





ADDITIONAL NOTES:

1. REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
2. THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 6AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF 3 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
3. DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION. INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
4. CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
5. CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
6. BUS STOPS SHALL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
7. CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.
8. CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.
9. CONTRACTOR SHALL COVER PEDESTRIAN HEADS FOR EAST LEG OF CROSSWALK.
10. CONTRACTOR SHALL COORDINATE WITH THE CITY OF BEVERLY HILLS 14 DAYS IN ADVANCE OF IMPLEMENTATION TO DETERMINE THE NEED FOR FLASHING RED TRAFFIC SIGNAL OPERATION AND/OR TRAFFIC CONTROL OFFICERS.

GALE	DR	
WILL	BE	
CLOSED		

AT				
WILSHIRE				
BLVD				

XX/XX-		
XX/XX		
(TIME)		

DETAIL "C"  
TO BE IN OPERATION  
ONE WEEK PRIOR  
TO CLOSURE

GALE DR					
CLOSED					

AT				
WILSHIRE				
BLVD				

USE			
ALT			
ROUTE			

DETAIL "E"  
TO BE IN OPERATION  
DURING CLOSURE

WTCP - LA CIENEGA STATION - TC-SS-05







LANE CLOSED

C30 (CA)

36" x 36"

SIDEWALK CLOSED AHEAD

CROSS HERE

R9-11(LT)

END ROAD WORK

G20-2

ROAD WORK AHEAD

W20-1

36" x 36"

ONLY

R3-5(RT)

LEFT LANE MUST TURN LEFT

W1-6(LT)

48" x 24"

LEFT LANE MUST TURN LEFT

R3-7(LT)

36" x 36"

KEEP RIGHT

R4-7a

RIGHT LANE MUST TURN RIGHT

R3-7(RT)

36" x 36"

RIGHT LANE MUST TURN RIGHT

R4-7

36" x 45"

NO TURNS

R3-3

TURNING VEHICLES TO RIGHT

R10-15

W4-1(LT)

30" x 30"

R3-18

30" x 30"

R9-3

18" x 18"

SIDEWALK CLOSED AHEAD

CROSS HERE

R9-11(RT)

ROAD WORK AHEAD

W20-1

36" x 36"

ONLY

R3-5(RT)

LEFT LANE MUST TURN LEFT

W1-6(LT)

48" x 24"

LEFT LANE MUST TURN LEFT

R3-7(LT)

36" x 36"

KEEP RIGHT

R4-7a

RIGHT LANE MUST TURN RIGHT

R3-7(RT)

36" x 36"

RIGHT LANE MUST TURN RIGHT

R4-7

36" x 45"

NO TURNS

R3-3

TURNING VEHICLES TO RIGHT

R10-15

W4-1(LT)

30" x 30"

R3-18

30" x 30"

R9-3

18" x 18"

**ADDITIONAL NOTES:**

- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
- THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 6AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF 10 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
- DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
- CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
- CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
- BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.
- CONTRACTOR SHALL COORDINATE WITH THE CITY OF BEVERLY HILLS 14 DAYS IN ADVANCE OF IMPLEMENTATION TO DETERMINE THE NEED FOR FLASHING RED TRAFFIC SIGNAL OPERATION AND/OR TRAFFIC CONTROL OFFICERS.

SCALE: 1"=40'

WTCP – LA CIENEGA STATION – TC-SS-07

DRAWN BY:

V&A INC.

530 S. HEWITT ST. SUITE 121

LOS ANGELES, CA 90013

213.972.9700

PARSONS

BRINCKERHOFF

777 SOUTH FIGUEROA ST. 11TH FLOOR

LOS ANGELES, CA 90017

DIGALERT

CALL TOLL FREE

1-800-227-2600

2 Working Days Before You Dig

REGISTERED PROFESSIONAL ENGINEER

FEDRO DANILLO R. POJEN

No. C66121

Exp. 06/30/14

CIVIL

STATE OF CALIFORNIA

STAMP

CITY OF BEVERLY HILLS

ENGINEERING DEPARTMENT

DESIGNED BY

YY

DRAWN BY

RS

CHECKED BY

MG II

APPROVED BY

SUBMITTED BY

RCE No.

REVIEWED BY

ASSISTANT CITY ENGINEER

ENGINEER

DATE

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT

ADVANCED UTILITY RELOCATION

LA CIENEGA STATION

SEWER STAGE 6

P.O. No.

CIP No.

PROJECT No.

SHEET NO

7 OF 19



LANE CLOSED

C30 (CA)  
36" x 36"

END ROAD WORK

G20-2

RIGHT LANE CLOSED AHEAD

C20(CA)(RT)  
36" x 36"

RIGHT TURN ONLY

R3-5(RT)  
36" x 36"

USE CROSSWALK

R9-3bP(LT)  
18" x 12"

W24-1

30" x 30"

NO TURNS

R3-3

W1-7

48" x 24"

W6-3

W12-1

36" x 36"

RIGHT TURN MUST TURN RIGHT

R3-7(RT)  
36" x 36"

R9-3

18" x 18"

R3-18

30" x 30"

R4-7

36" x 45"

LEFT TURN CLOSED

AT LA CIENEGA

DETAIL "K"

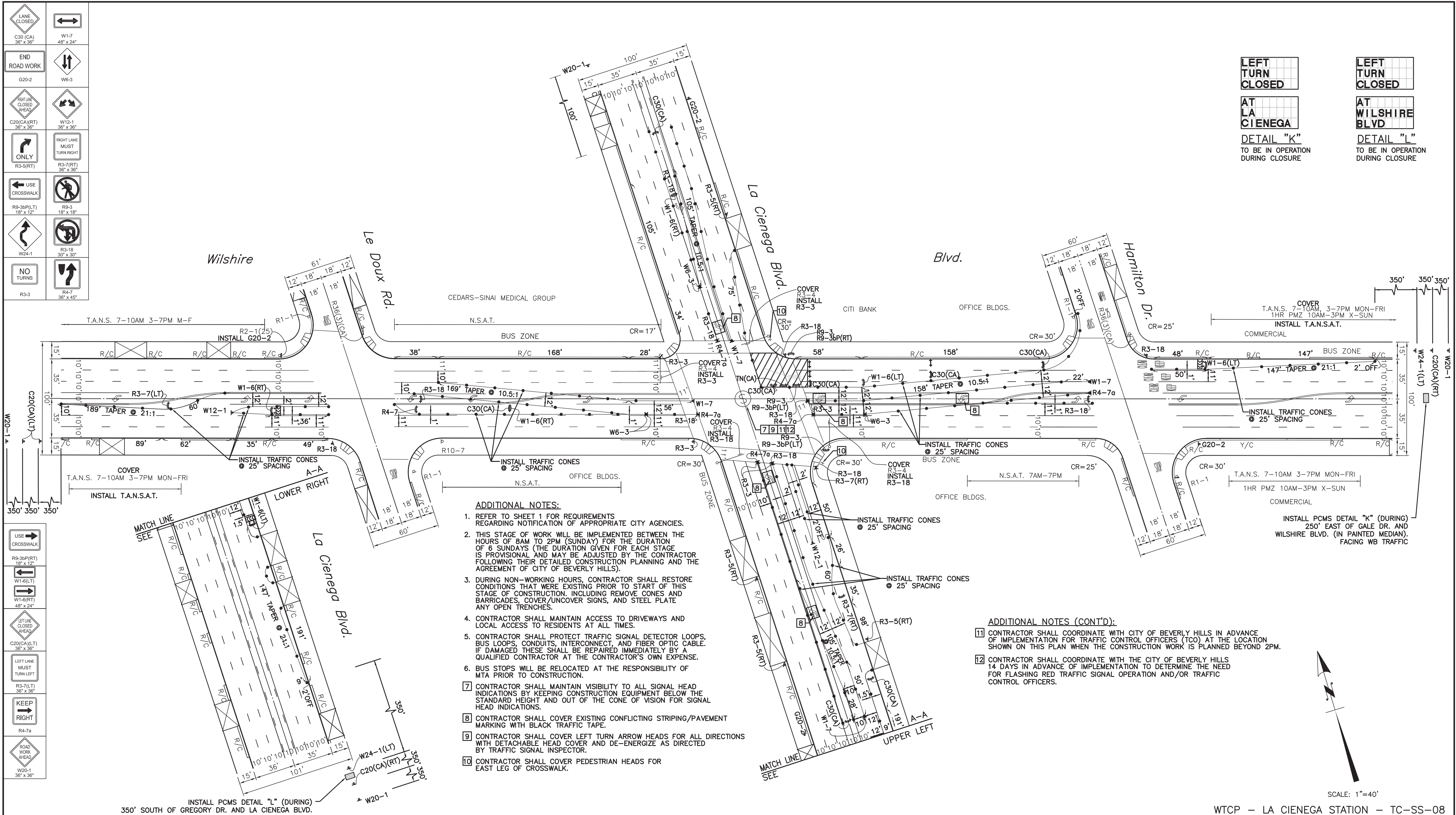
TO BE IN OPERATION DURING CLOSURE

LEFT TURN CLOSED

AT WILSHIRE BLVD

DETAIL "L"

TO BE IN OPERATION DURING CLOSURE



DRAWN BY:



**V&A INC.**  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

**PARSONS  
BRINCKERHOFF**

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

**DIGALERT**



CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig



STAMP

REVISIONS

CITY OF BEVERLY HILLS			
ENGINEERING DEPARTMENT			
DESIGNED BY VY	DRAWN BY RS	CHECKED BY MG II	APPROVED BY
SUBMITTED BY		RCE No.	
REVIEWED BY		ENGINEER	
ASSISTANT CITY ENGINEER		DATE	

Traffic Control:

**WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
SEWER STAGE 7**

P.O. No.

CIP No.

PROJECT No.

SHEET NO

8 OF 19

WTCP - LA CIENEGA STATION - TC-SS-08



LANE CLOSED

C30 (CA)

36" x 36"

W1-7

48" x 24"

END ROAD WORK

G20-2

R3-3

30" x 30"

W12-1

36" x 36"

ONLY

R3-5(RT)

RIGHT LANE MUST TURN RIGHT

R3-7(RT)

36" x 36"

USE CROSSWALK

R9-3bP(LT)

18" x 12"

MAY USE FULL LANE

R4-11

USE CROSSWALK

R4-7

36" x 45"

USE CROSSWALK

R9-3bP(RT)

18" x 12"

W24-1

W1-6(LT)

48" x 24"

W1-6(RT)

48" x 24"

ONE WAY

R6-1(RT)

36" x 12"

LEFT LANE MUST TURN LEFT

R3-7(LT)

36" x 36"

Type N(CA) or TN(CA) (ORANGE)

18" x 18"

ROAD WORK AHEAD

W20-1

36" x 36"

KEEP RIGHT

R4-7a

R9-3

18" x 18"

ENTER LANE CLOSED AHEAD

C20(CA)(CT)

36" x 36"

R3-18

30" x 30"

STREET CLOSED AHEAD

C20(CA)(LT)

36" x 36"

- ADDITIONAL NOTES:**
- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
  - THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 6AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF 6 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
  - DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
  - CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
  - CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
  - BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
- 7** CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.

WILSHIRE  
WILL BE  
REDUCED

TO  
ONE  
LANE

XX/XX-  
XX/XX  
(TIME)

DETAIL "A"  
TO BE IN OPERATION  
ONE WEEK PRIOR  
TO CLOSURE

ONE  
LANE  
AHEAD

EXPECT  
DELAYS

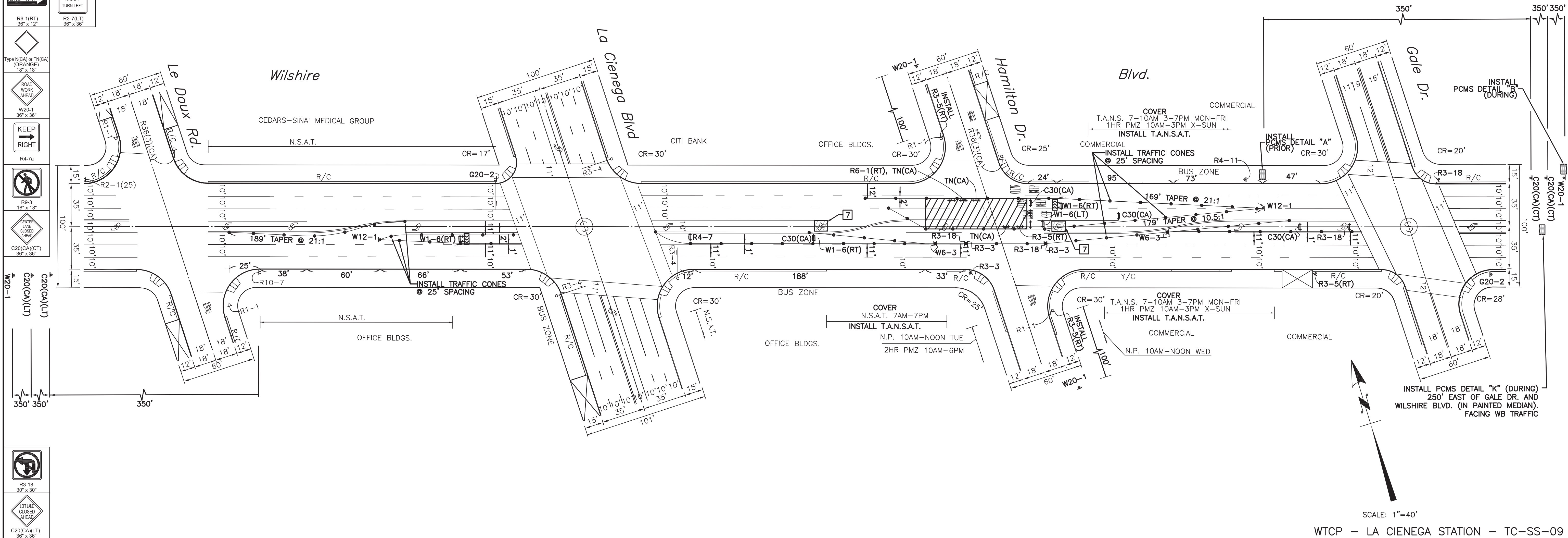
USE  
ALT  
ROUTE

DETAIL "B"  
TO BE IN OPERATION  
DURING CLOSURE

LEFT  
TURN  
CLOSED

AT  
LA  
CIENEGA

DETAIL "K"  
TO BE IN OPERATION  
DURING CLOSURE



DRAWN BY:

**V&A INC.**  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

**PARSONS  
BRINCKERHOFF**  
777 SOUTH FIGUEROA ST., 11TH FLOOR  
LOS ANGELES, CA 90017

DIGALERT



CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig



STAMP

REVISIONS

CITY OF BEVERLY HILLS ENGINEERING DEPARTMENT			
DESIGNED BY VY	DRAWN BY RS	CHECKED BY MG II	APPROVED BY
SUBMITTED BY		RCE No.	
REVIEWED BY		ENGINEER	DATE
ASSISTANT CITY ENGINEER		DATE	

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
SEWER STAGE 8

P.O. No.

CIP No.

PROJECT No.

SHEET NO

9 OF 19

WTCP - LA CIENEGA STATION - TC-SS-09







LANE CLOSED  
C30 (CA)  
36" x 36"

END ROAD WORK  
G20-2

R3-3  
30" x 30"

ONLY  
R3-5(RT)

Type N(CA) or TN(CA)  
(ORANGE)  
18" x 18"

ROAD WORK AHEAD  
W20-1  
36" x 36"

KEEP RIGHT  
R4-7a

R3-18  
30" x 30"

NO TURNS  
R3-3

CENTER LANE CLOSED AHEAD  
C20(CA)(CT)  
36" x 36"

W1-6(LT)  
48" x 24"

W1-6(RT)  
48" x 24"

LEFT LANE CLOSED AHEAD  
C20(CA)(LT)  
36" x 36"

LEFT LANE MUST TURN LEFT  
R3-7(LT)  
36" x 36"

R4-7  
36" x 45"

W12-1  
36" x 36"

O/B MAY USE FULL LANE  
R4-11

ONE WAY  
R6-1(RT)  
36" x 12"

W1-7  
48" x 24"

W6-3

ADDITIONAL NOTES:

- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
- THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8AM TO 2PM (SUNDAY) FOR THE DURATION OF X SUNDAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS).
- DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION. INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
- CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
- CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
- BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.
- CONTRACTOR SHALL MAINTAIN 5' MINIMUM ADA-COMPLIANT CROSSWALK/WALKWAY.
- CONTRACTOR SHALL PROVIDE FLAGGER CONTROL TO MAINTAIN SAFE PEDESTRIAN ACCESS THRU THE CROSSWALK/WALKWAY.
- CONTRACTOR SHALL COORDINATE WITH CITY OF BEVERLY HILLS IN ADVANCE OF IMPLEMENTATION FOR TRAFFIC CONTROL OFFICERS (TCO) AT THE LOCATION SHOWN ON THIS PLAN WHEN THE CONSTRUCTION WORK IS PLANNED BEYOND 2PM.

OVERNIGHT PARKING PROHIBITED IN BEVERLY HILLS NO PARKING 2:30 TO 5:00 AM

Sign "B" NOT TO SCALE

WILSHIRE WILL BE REDUCED

TO ONE LANE

XX/XX-XX/XX (TIME)

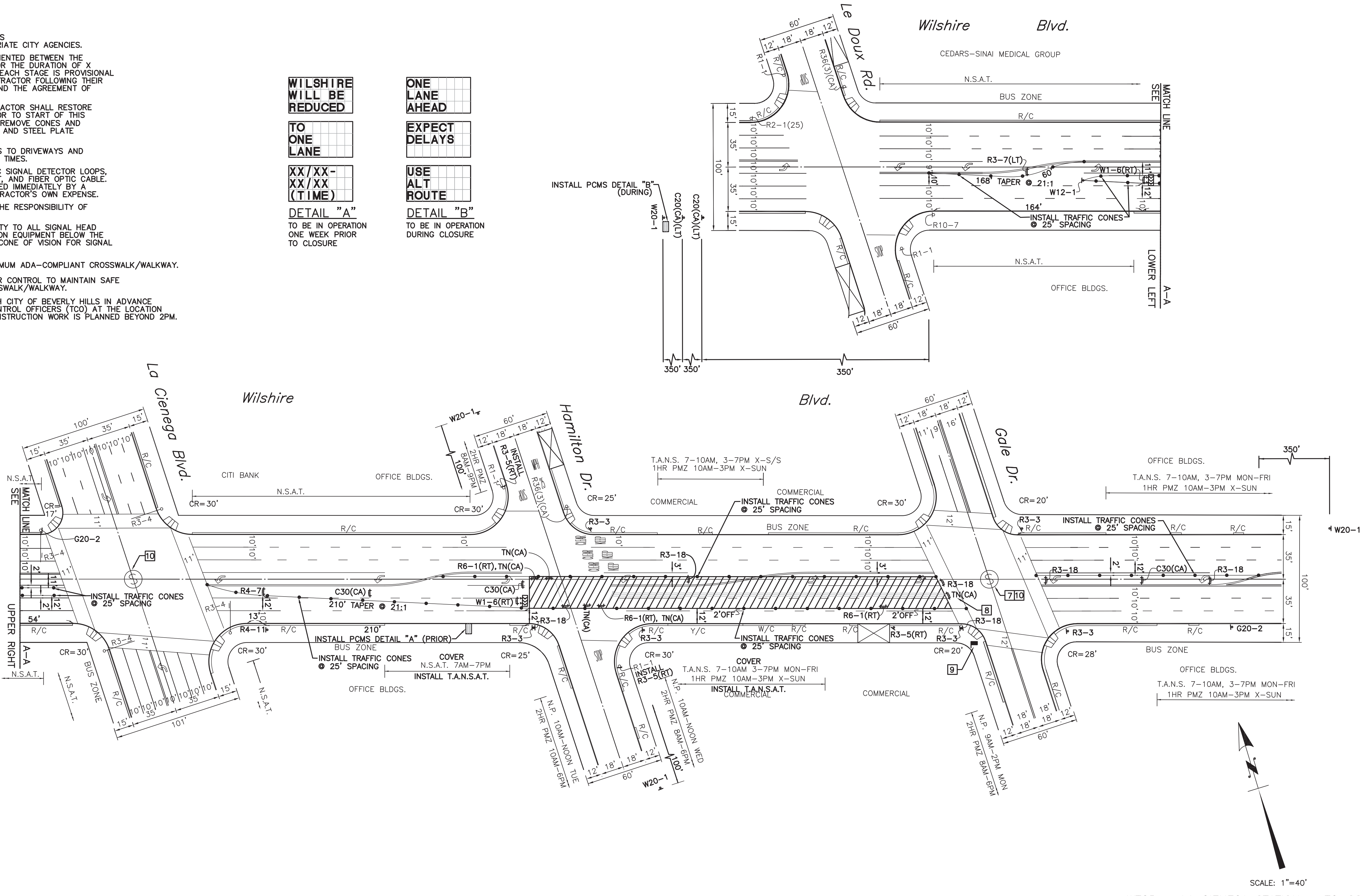
DETAIL "A" TO BE IN OPERATION ONE WEEK PRIOR TO CLOSURE

ONE LANE AHEAD

EXPECT DELAYS

USE ALT ROUTE

DETAIL "B" TO BE IN OPERATION DURING CLOSURE



WTCP - LA CIENEGA STATION - TC-SS-11

DRAWN BY:

V&A INC.  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

PARSONS  
BRINCKERHOFF  
777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

DIGALERT



CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig



STAMP

REVISIONS

CITY OF BEVERLY HILLS ENGINEERING DEPARTMENT			
DESIGNED BY VY	DRAWN BY RS	CHECKED BY MG II	APPROVED BY
SUBMITTED BY		RCE No.	
REVIEWED BY		ENGINEER	
ASSISTANT CITY ENGINEER		DATE	

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
SEWER STAGE 10

P.O. No.

CIP No.

PROJECT No.

SHEET NO

11 OF 19



LANE CLOSED

C30 (CA)

36" x 36"

W1-7

48" x 24"

END ROAD WORK

G20-2

Type N(CA) or TN(CA) (ORANGE)

18" x 18"

W12-1

36" x 36"

ONLY

R3-5(RT)

ONE WAY

R6-1(RT)

36" x 12"

R3-19

30" x 30"

LEFT LANE MUST TURN LEFT

R3-7(LT)

36" x 36"

NO TURNS

R3-3

SIDEWALK CLOSED

R9-9

W1-6(LT)

48" x 24"

W1-6(RT)

48" x 24"

ROAD CLOSED

X MILES AHEAD

LOCAL TRAFFIC ONLY

R11-3a

LEFT LANE CLOSED AHEAD

C20(CA)(LT)

36" x 36"

ONLY

R3-5a

RIGHT LANE CLOSED AHEAD

C20(CA)(RT)

36" x 36"

W24-1(LT)

SIDEWALK CLOSED AHEAD

CROSS HERE

R9-11(LT)

R9-3

18" x 18"

ROAD WORK AHEAD

W20-1

36" x 36"

ROAD CLOSED

R11-2

R4-7

36" x 45"

SIDEWALK CLOSED AHEAD

CROSS HERE

R9-11(RT)

TURNING TRAFFIC MUST YIELD TO PEDESTRIANS

R10-15

KEEP RIGHT

R4-7a

ADDITIONAL NOTES:

- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
- THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 6AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF 6 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
- DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION. INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
- CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
- CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
- BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.
- CONTRACTOR SHALL COORDINATE WITH THE CITY OF BEVERLY HILLS 14 DAYS IN ADVANCE OF IMPLEMENTATION TO DETERMINE THE NEED FOR FLASHING RED TRAFFIC SIGNAL OPERATION AND/OR TRAFFIC CONTROL OFFICERS.

LEFT  
TURN  
CLOSED  
AT  
LA  
CIENEGA  
DETAIL "K"  
TO BE IN OPERATION  
DURING CLOSURE

WTCP - LA CIENEGA STATION - TC-SS-12

DRAWN BY:

**V&A INC.**  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

**PARSONS  
BRINCKERHOFF**

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

DIGALERT

CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig

STAMP

REVISIONS

CITY OF BEVERLY HILLS ENGINEERING DEPARTMENT			
DESIGNED BY VY	DRAWN BY RS	CHECKED BY MG II	APPROVED BY
SUBMITTED BY		RCE No.	
REVIEWED BY		ENGINEER	
ASSISTANT CITY ENGINEER		DATE	

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
SEWER STAGE 11

P.O. No.

CIP No.

PROJECT No.

SHEET NO

12 OF 19

CADD PROJECT FILE NAME: P:\Westside Subway Extension\Design\Bases\La Cienega\TC-12U - La Cienega Station SV Stage 11.dwg Feb 14, 2014 12:07pm\_Vale 12



LANE CLOSED  
C30 (CA)  
36" x 36"

END ROAD WORK  
G20-2

R3-18  
30" x 30"

R3-5(RT)

USE CROSSWALK  
R9-3aP(LT)  
18" x 12"

ROAD WORK AHEAD  
W20-1  
36" x 36"

KEEP RIGHT  
R4-7a

R9-3  
18" x 18"

CENTER LANE CLOSED AHEAD  
C20(CA)(CT)  
36" x 36"

USE CROSSWALK  
R9-3aP(RT)  
18" x 12"

W1-6(LT)  
W1-6(RT)  
48" x 24"

Type N(CA) or TN(CA)  
(ORANGE)  
18" x 18"

W6-3

W12-1  
36" x 36"

ONE WAY  
R6-1(RT)  
36" x 12"

MAY USE FULL LANE  
R4-11

NO TURNS  
R3-3

- ADDITIONAL NOTES:
- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
  - THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8AM TO 2PM (SUNDAY) FOR THE DURATION OF X SUNDAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS).
  - DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION. INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
  - CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
  - CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
  - BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
  - CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.
  - CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.
  - CONTRACTOR SHALL COVER PEDESTRIAN HEADS FOR WEST LEG OF CROSSWALK.
  - CONTRACTOR SHALL COORDINATE WITH CITY OF BEVERLY HILLS IN ADVANCE OF IMPLEMENTATION FOR TRAFFIC CONTROL OFFICERS (TCO) AT THE LOCATION SHOWN ON THIS PLAN WHEN THE CONSTRUCTION WORK IS PLANNED BEYOND 2PM.
  - CONTRACTOR SHALL COORDINATE WITH THE CITY OF BEVERLY HILLS 14 DAYS IN ADVANCE OF IMPLEMENTATION TO DETERMINE THE NEED FOR FLASHING RED TRAFFIC SIGNAL OPERATION AND/OR TRAFFIC CONTROL OFFICERS.

WILSHIRE  
WILL BE  
REDUCED

TO  
ONE  
LANE

XX/XX-  
XX/XX  
(TIME)

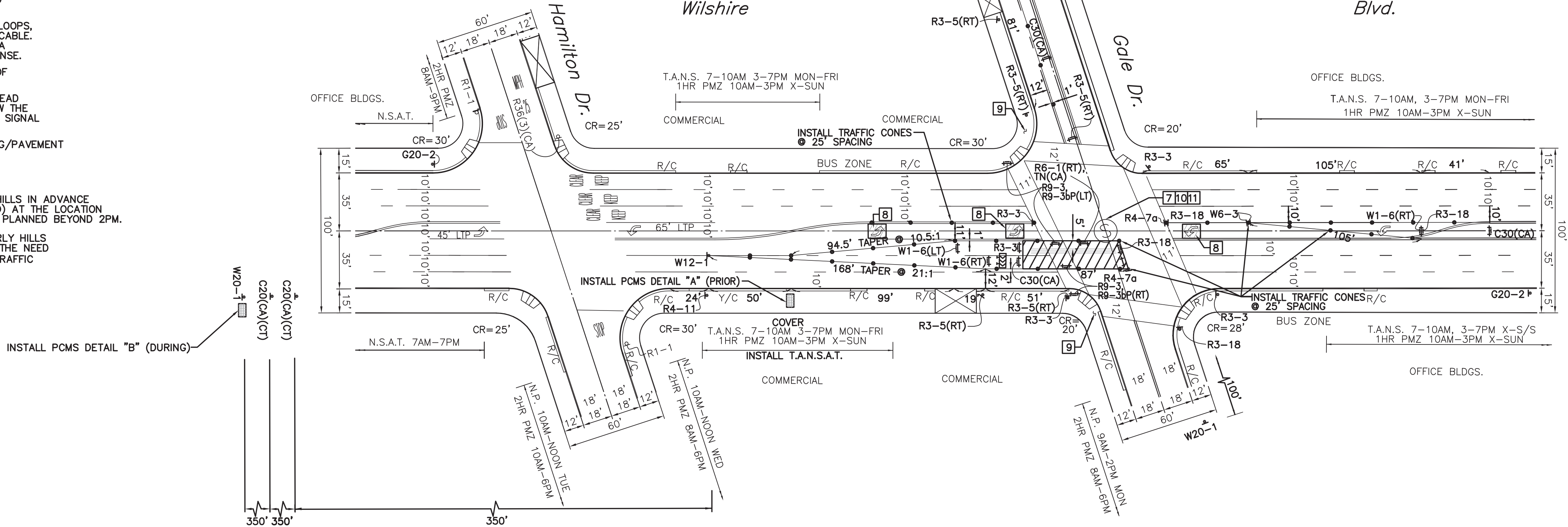
DETAIL "A"  
TO BE IN OPERATION  
ONE WEEK PRIOR  
TO CLOSURE

ONE  
LANE  
AHEAD

EXPECT  
DELAYS

USE  
ALT  
ROUTE

DETAIL "B"  
TO BE IN OPERATION  
DURING CLOSURE



DRAWN BY:

V&A INC.

530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

PARSONS  
BRINCKERHOFF

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

DIGALERT

CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig

REGISTERED PROFESSIONAL ENGINEER  
FEDRO DANILLO R. POJEN  
No. C66121  
Exp. 08/30/14  
CIVIL  
STATE OF CALIFORNIA

STAMP

REVISIONS

NO.	DESCRIPTION	DATE

CITY OF BEVERLY HILLS  
ENGINEERING DEPARTMENT

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
VY	RS	MG II	

SUBMITTED BY	RCE No.

REVIEWED BY	ENGINEER	DATE
ASSISTANT CITY ENGINEER		

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
SEWER STAGE 12

P.O. No.

CIP No.

PROJECT No.

SHEET NO
13 OF 19

CADD PROJECT FILE NAME: P:\Westside Subway Extension\Design\Bases\La Cienega Station SV Stage 12.dwg Feb 14, 2014 12:08pm\_Valle 12



LANE CLOSED

C30 (CA)  
36" x 36"

END ROAD WORK

G20-2

R3-18  
30" x 30"

ONLY

R3-5(RT)

USE CROSSWALK

R9-3P(LT)  
18" x 12"

ROAD WORK AHEAD

W20-1  
36" x 36"

KEEP RIGHT

R4-7a

R9-3  
18" x 18"

CENTER LANE CLOSED AHEAD

C20(CA)(CT)  
36" x 36"

USE CROSSWALK

R9-3P(RT)  
18" x 12"

W1-6(LT)

W1-6(RT)  
48" x 24"

Type N(CA) or TN(CA)  
(ORANGE)  
18" x 18"

W6-3

W12-1  
36" x 36"

ONE WAY

R6-1(RT)  
36" x 12"

MAY USE FULL LANE

R4-11

NO TURNS

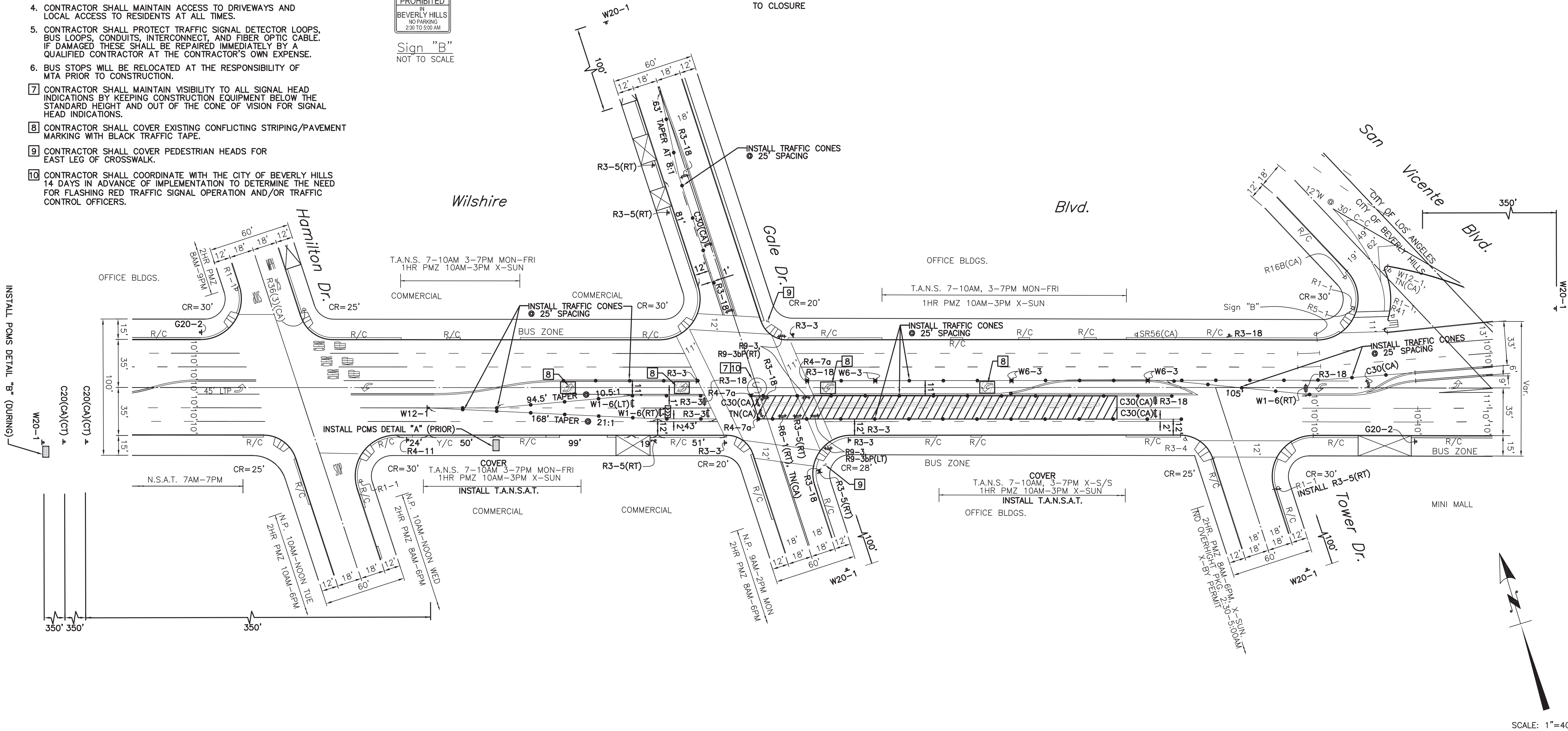
R3-3

ADDITIONAL NOTES:

- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
- THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 6AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF 19 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
- DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
- CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
- CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
- BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.
- CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.
- CONTRACTOR SHALL COVER PEDESTRIAN HEADS FOR EAST LEG OF CROSSWALK.
- CONTRACTOR SHALL COORDINATE WITH THE CITY OF BEVERLY HILLS 14 DAYS IN ADVANCE OF IMPLEMENTATION TO DETERMINE THE NEED FOR FLASHING RED TRAFFIC SIGNAL OPERATION AND/OR TRAFFIC CONTROL OFFICERS.



Sign "B"  
NOT TO SCALE







- |        |    |
|--------|----|
| TOWER  | DR |
| WILL   | BE |
| CLOSED |    |

AT				
WILSHIRE				
BLVD				

XX/XX-		
XX/XX		
(TIME)		

DETAIL "I"

TO BE IN OPERATION  
ONE WEEK PRIOR  
TO CLOSURE

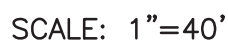
TOWER	DR		
CLOSED			

AT				
WILSHIRE				
BLVD				

LOCAL			
ACCESS			
ONLY			

### DETAIL "J"

TO BE IN OPERATION  
DURING CLOSURE



WTCP - LA CIENEGA STATION - TC-SS-15

DRAWN BY:



**V&A INC.**  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

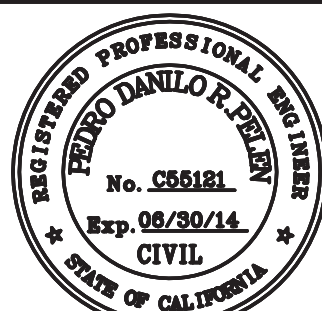
**PARSONS  
BRINCKERHOFF**

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

DIGALERT



**CALL TOLL FREE**  
**1-800-227-2600**  
**2 Working Days Before You Dig**



STAMP

CITY OF LOS ANGELES  
DEPARTMENT OF TRANSPORTATION

ACCEPTED	DATE
----------	------

PRINCIPAL TRANSPORTATION ENGINEER

## REVISIONS

# CITY OF BEVERLY HILLS

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
-------------	----------	------------	-------------

SUBMITTED BY	RCE No.
--------------	---------

REVIEWED BY	ENGINEER
-------------	----------

ASSISTANT CITY ENGINEER

**Traffic Control:**

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
SEWER STAGE 14

P.O No.
---------

CIP No.	
---------	--

PROJECT No. \_\_\_\_\_

SHEET 1

15 OF 19



CADD PROJECT FILE NAME: P:\Westside Subway Extension\Design\Base\La Cienega\TC-16U - La Cienega Station SW Stage 15.dwg Feb 14, 2014 12:08pm\_Valle 12



LANE CLOSED

C30 (CA)  
36" x 36"

END ROAD WORK

G20-2

R3-18  
36" x 36"

R3-5(RT)

W1-6(LT)

W1-6(RT)  
48" x 24"

ROAD WORK AHEAD

W20-1  
36" x 36"

C20(CA)(LT)  
36" x 36"

C20(CA)(RT)  
36" x 36"

W24-1(LT)

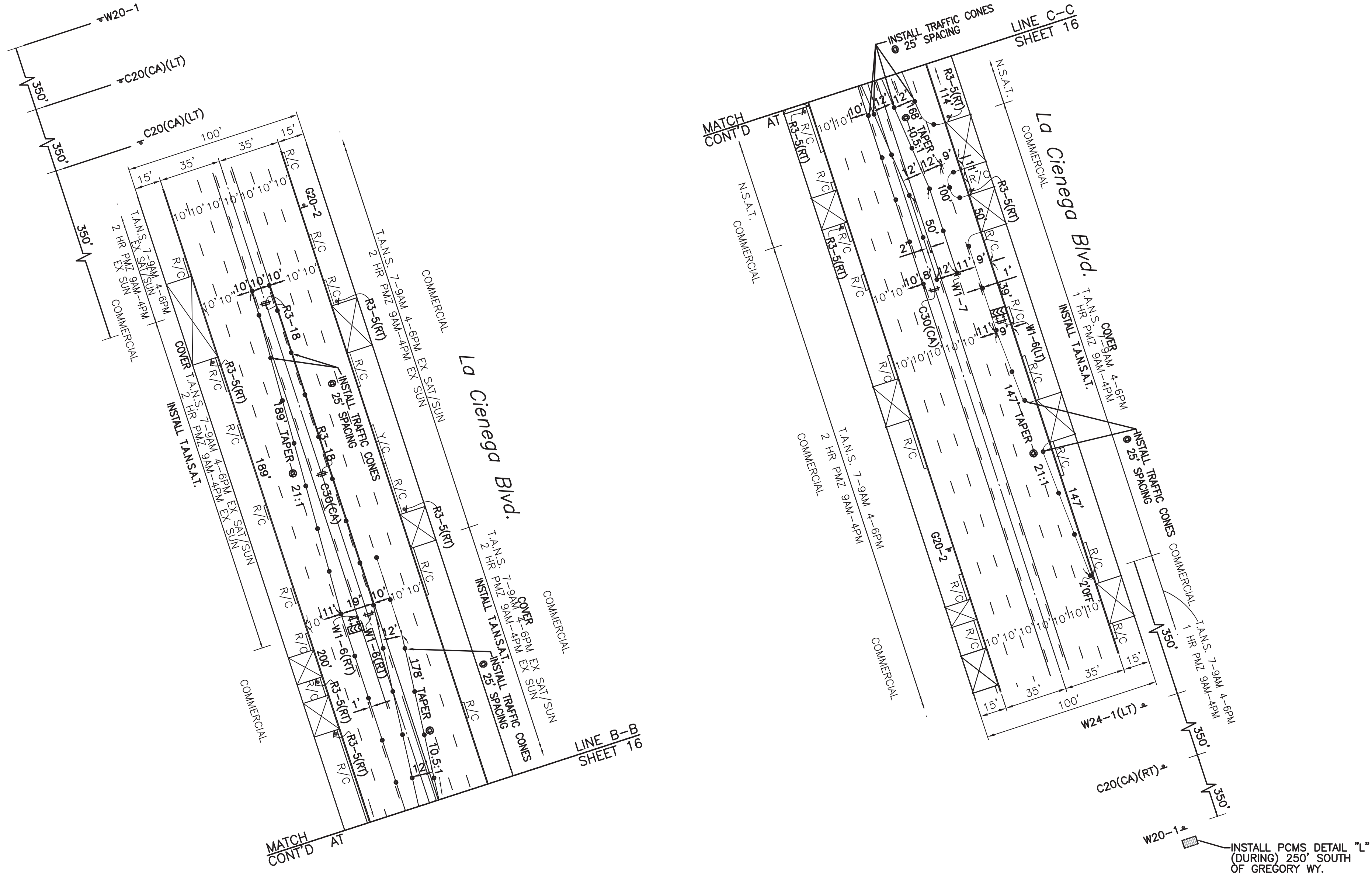
- ADDITIONAL NOTES:
- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
  - THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8AM TO 2PM (SUNDAYS) FOR THE DURATION OF X SUNDAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS).
  - DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
  - CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
  - CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
  - BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.

LEFT TURN CLOSED

AT WILSHIRE BLVD

DETAIL "L"

TO BE IN OPERATION DURING CLOSURE



SCALE: 1"=40'

WTCP – LA CIENEGA STATION – TC-SS-17

DRAWN BY:

**V&A INC.**  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

**PARSONS  
BRINCKERHOFF**

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

DIGALERT

CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig

REGISTERED PROFESSIONAL ENGINEER  
No. C86181  
Exp. 08/30/14  
CIVIL  
STATE OF CALIFORNIA

STAMP

REVISIONS

**CITY OF BEVERLY HILLS**  
ENGINEERING DEPARTMENT

DESIGNED BY VY	DRAWN BY VY	CHECKED BY MG II	APPROVED BY
SUBMITTED BY			RCE No.
REVIEWED BY			ENGINEER DATE
ASSISTANT CITY ENGINEER			DATE

Traffic Control:  
**WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
SEWER STAGE 15**

P.O. No.
CIP No.
PROJECT No.
SHEET NO 17 OF 19



[illegible]

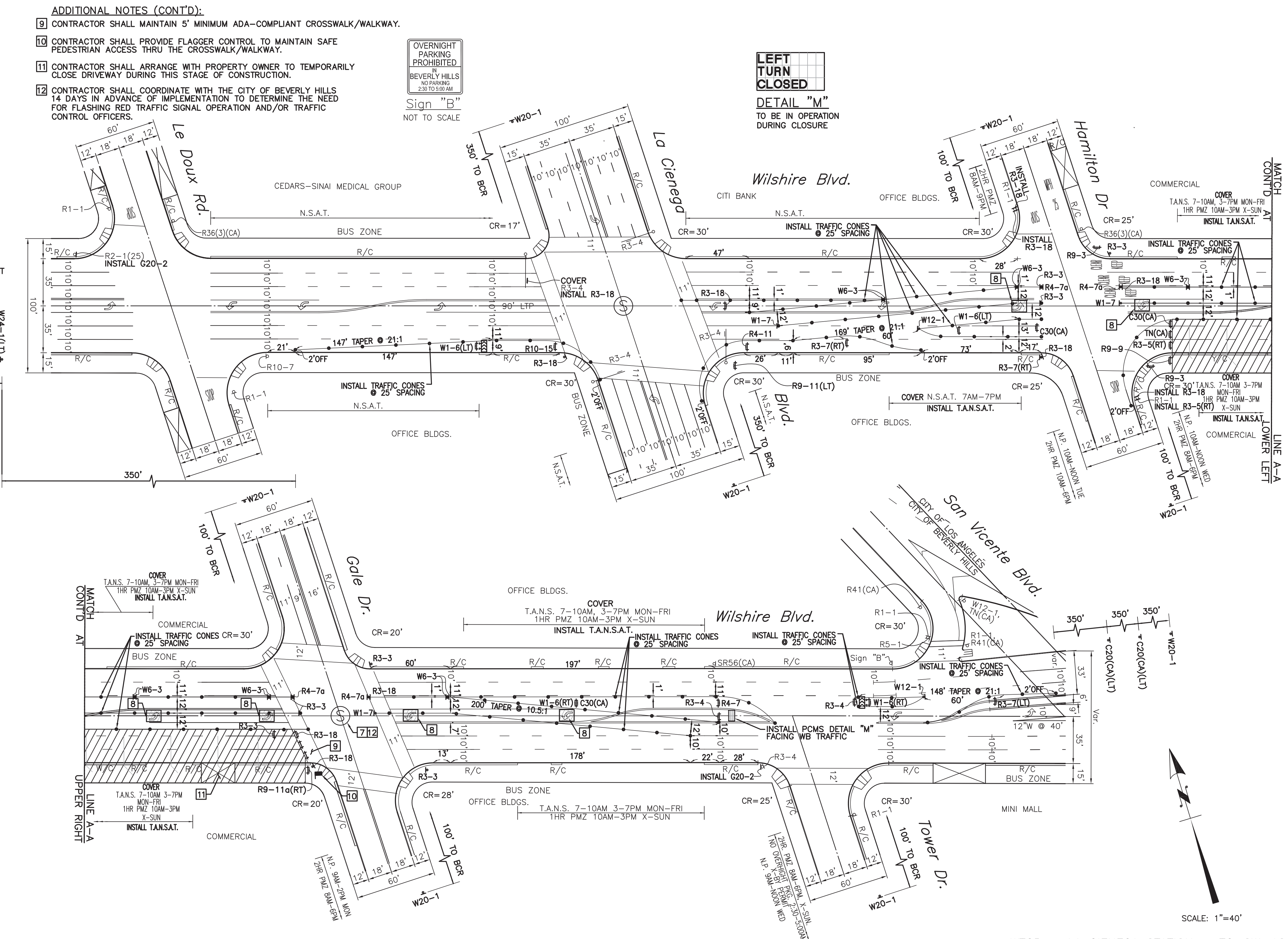
D	CITY OF BEVERLY HILLS			
	ENGINEERING DEPARTMENT			
	DESIGNED BY VY	DRAWN BY RS	CHECKED BY MG II	APPROVED BY
	SUBMITTED BY _____ RCE No. _____			ENGINEER _____ DATE _____
	REVIEWED BY _____			
ASSISTANT CITY ENGINEER _____ DATE _____				

Traffic Control:

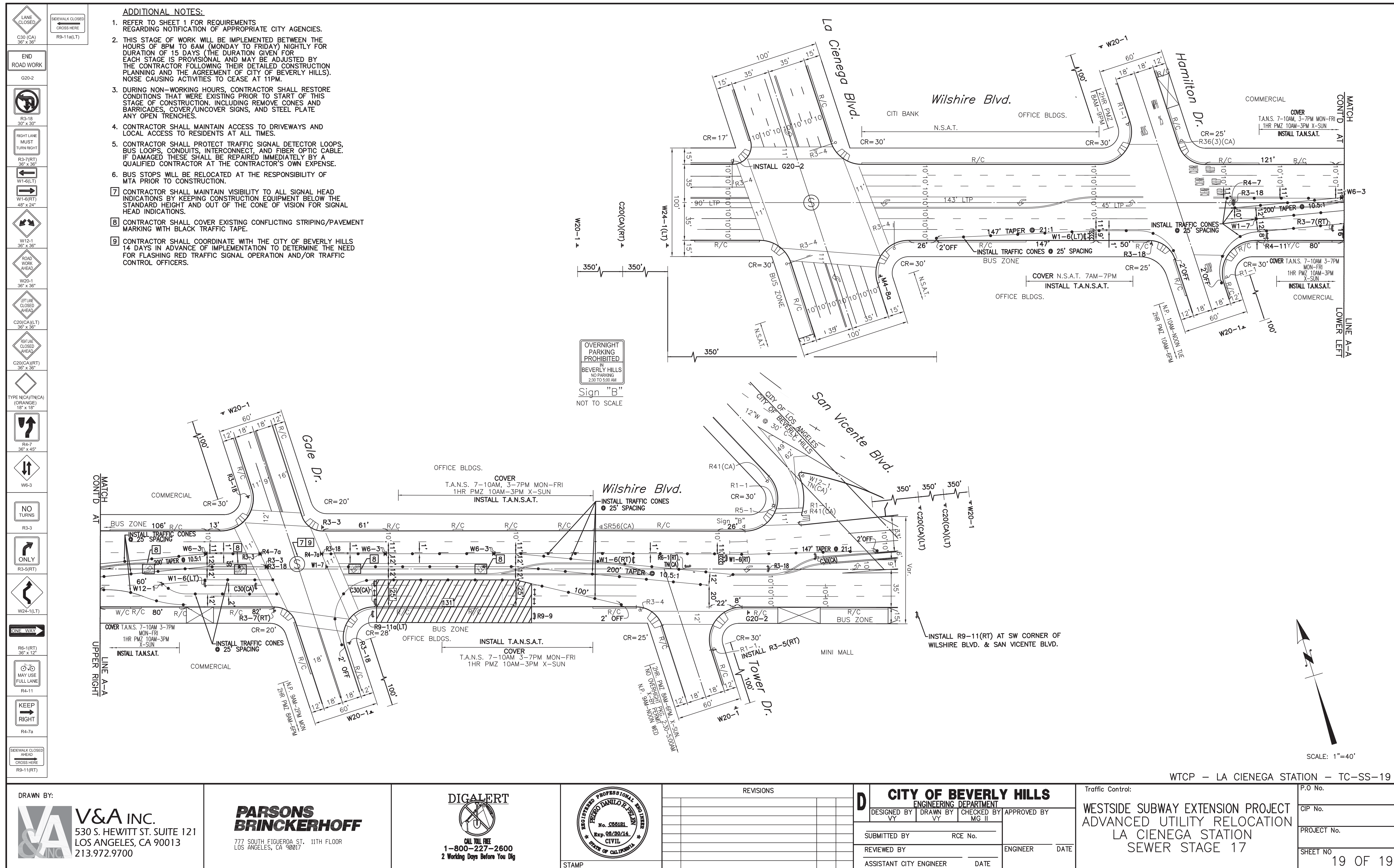
WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
SEWER STAGE 16

P.O No.	PROJECT FILE NAME
CIP No.	
PROJECT No.	
SHEET NO	

18 OF 19









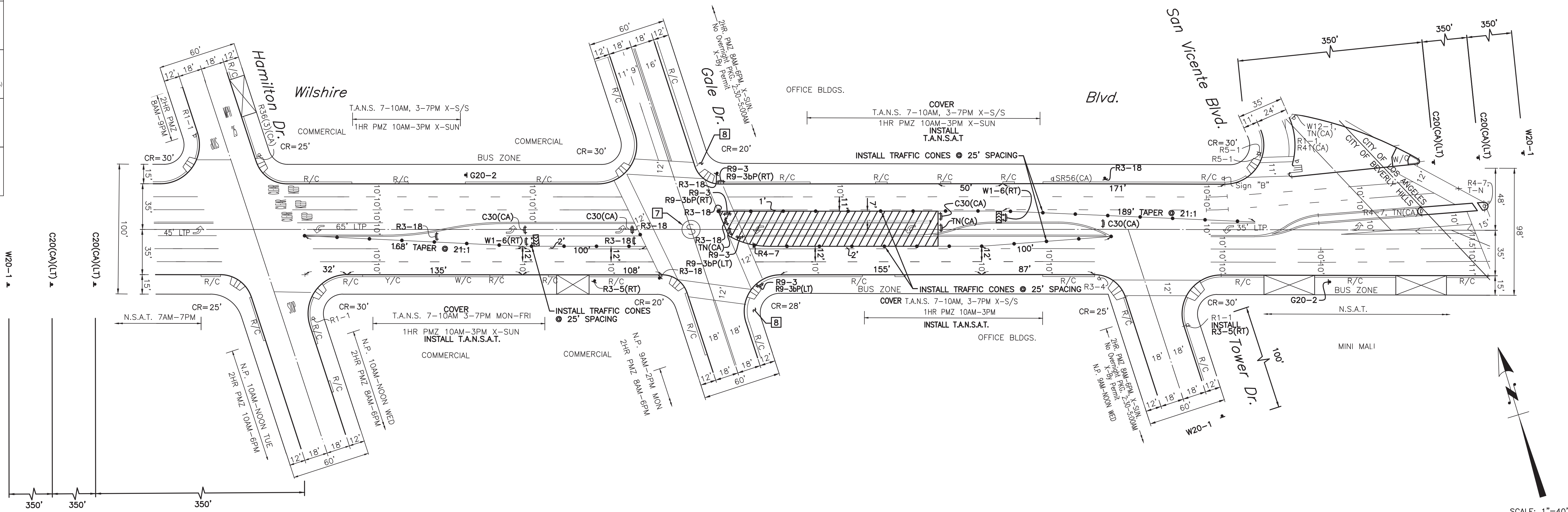






ADDITIONAL NOTES:

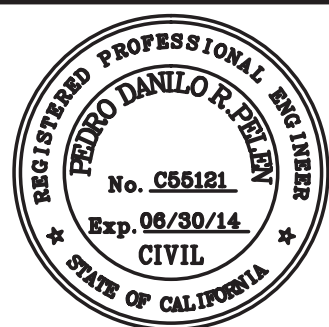
1. REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
2. THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 6AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF X DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
3. DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION. INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
4. CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
5. CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
6. BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
7. CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.
8. CONTRACTOR SHALL COVER PEDESTRIAN HEADS FOR EAST LEG OF CROSSWALK.



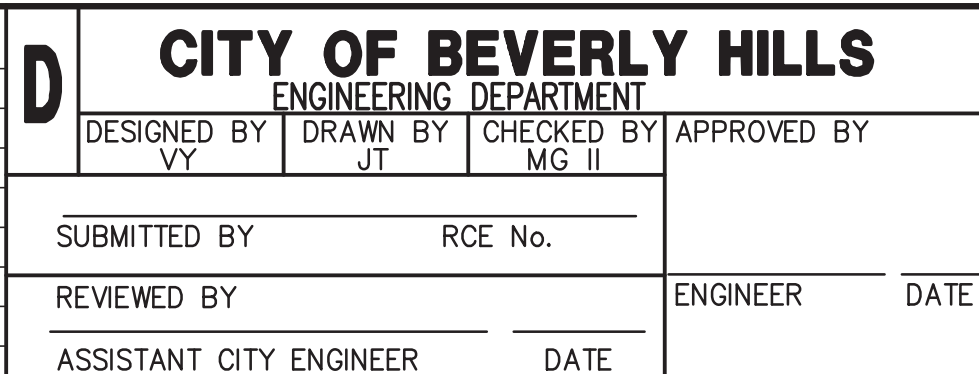
SCALE: 1"=40'

WTCP - LA CIENEGA STATION - TC-SD-02

DRAWN BY:



## REVISIONS



Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
STORM DRAIN STAGE 1

P.O No.
---------

CIP No.	
---------	--

PROJECT No.	
-------------	--

SHEET NO 2 OF 11



LEFT LANE CLOSED AHEAD

C20(CA)(LT)  
36" x 36"

LANE CLOSED

C30 (CA)  
36" x 36"

END ROAD WORK

G20-2

ONLY

R3-5(RT)

R3-18  
30" x 30"

LEFT LANE MUST TURN LEFT

R3-7(LT)  
36" x 36"

R9-3  
18" x 18"

USE CROSSWALK

R9-3bP(LT)  
18" x 12"

USE CROSSWALK

R9-3bP(RT)  
18" x 12"

Type N(CA) or TN(CA)  
(ORANGE)  
18" x 18"

W1-6(LT)

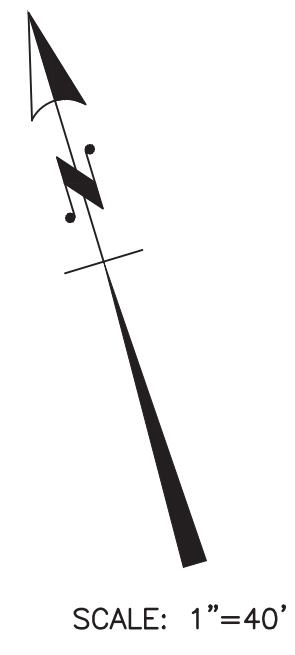
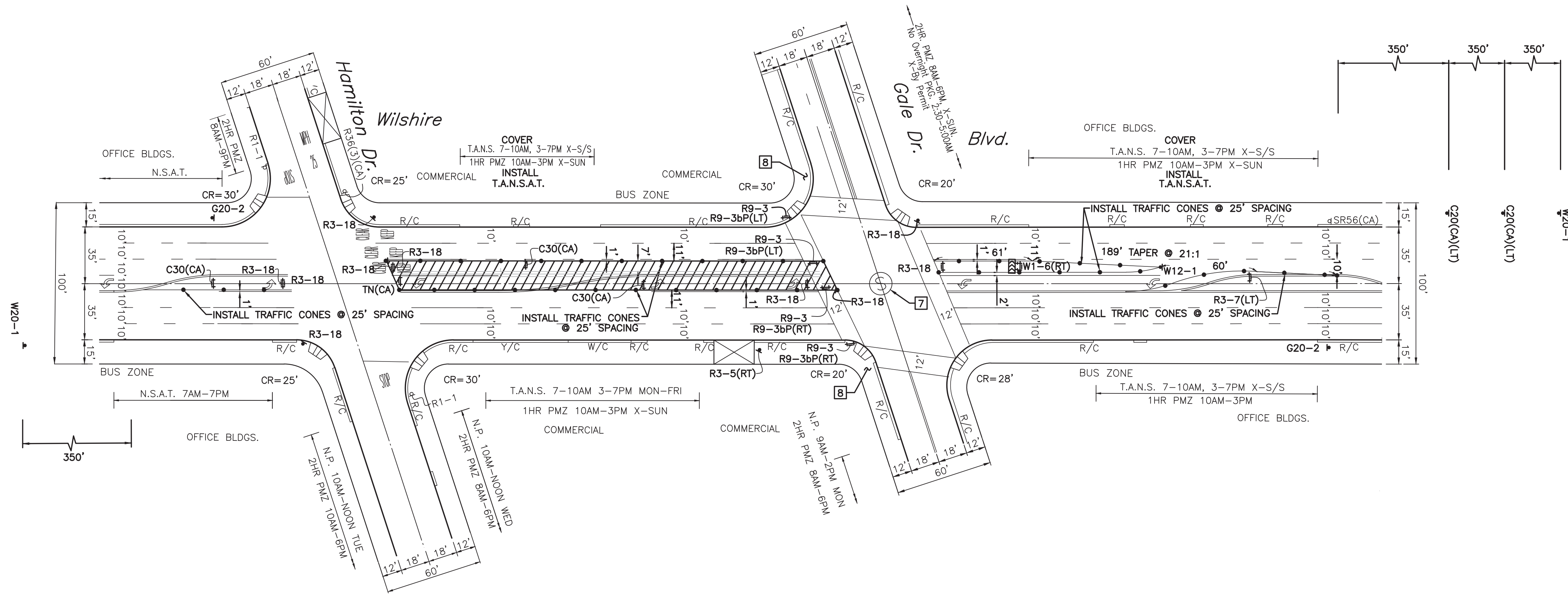
W1-6(RT)  
48" x 24"

W12-1  
36" x 36"

ROAD WORK AHEAD

W20-1  
36" x 36"

- ADDITIONAL NOTES:
- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
  - THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 8AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF 18 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
  - DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
  - CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
  - CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
  - BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
  - CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.
  - CONTRACTOR SHALL COVER PEDESTRIAN HEADS FOR WEST LEG OF CROSSWALK.



SCALE: 1"=40'

WTCP – LA CIENEGA STATION – TC-SD-03

DRAWN BY:

V&A INC.

530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

**PARSONS  
BRINCKERHOFF**

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

DIGALERT

CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig

REGISTERED PROFESSIONAL ENGINEER

FEDRO DANILLO P. JORDAN

No. C66181

Exp. 08/30/14

CIVIL

STATE OF CALIFORNIA

STAMP

REVISIONS	

**CITY OF BEVERLY HILLS**

ENGINEERING DEPARTMENT

DESIGNED BY VY	DRAWN BY JT	CHECKED BY MG II	APPROVED BY
SUBMITTED BY RCE No.			ENGINEER
REVIEWED BY			DATE
ASSISTANT CITY ENGINEER			DATE

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
STORM DRAIN STAGE 2

P.O No.
CIP No.
PROJECT No.
SHEET NO 3 OF 11

CADD PROJECT FILE NAME: P:\Westside Subway Extension\Design\Bases\La Cienega\TC-SD-03 La Cienega Station SD Stage 2.dwg Feb 14, 2014 9:49am... VYong



LEFT LANE CLOSED AHEAD

C20(CA)(LT)  
36" x 36"

LANE CLOSED

C30(CA)  
36" x 36"

END ROAD WORK

G20-2

LEFT LANE MUST TURN LEFT

R3-7(LT)  
36" x 36"

R3-18  
30" x 30"

Type N(CA) or TN(CA)  
(ORANGE)  
18" x 18"

W1-6(LT)

48" x 24"

W1-6(RT)

48" x 24"

W12-1  
36" x 36"

ROAD WORK AHEAD

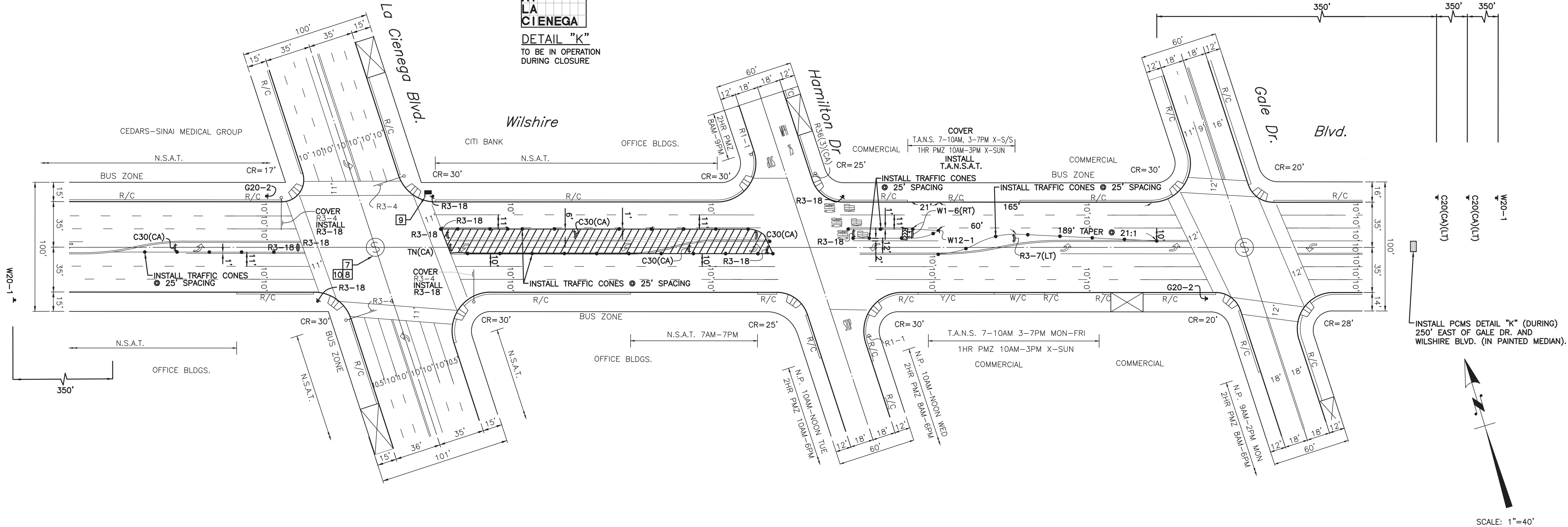
W20-1  
36" x 36"

- ADDITIONAL NOTES:**
- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
  - THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 6AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF 14 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
  - DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
  - CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
  - CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
  - BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
  - CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.
  - CONTRACTOR SHALL COVER EB & WB LEFT TURN ARROW HEADS WITH DETACHABLE HEAD COVER AND DE-ENERGIZE AS DIRECTED BY TRAFFIC SIGNAL INSPECTOR.
  - CONTRACTOR SHALL PROVIDE FLAGGER CONTROL TO MAINTAIN SAFE PEDESTRIAN ACCESS THRU THE CROSSWALK/WALKWAY.
  - CONTRACTOR SHALL COORDINATE WITH THE CITY OF BEVERLY HILLS 14 DAYS IN ADVANCE OF IMPLEMENTATION TO DETERMINE THE NEED FOR FLASHING RED TRAFFIC SIGNAL OPERATION AND/OR TRAFFIC CONTROL OFFICERS.

LEFT  
TURN  
CLOSED

AT  
LA  
CIENEGA

DETAIL "K"  
TO BE IN OPERATION  
DURING CLOSURE



INSTALL PCMS DETAIL "K" (DURING)  
250' EAST OF GALE DR. AND  
WILSHIRE BLVD. (IN PAINTED MEDIAN).

SCALE: 1"=40'

DRAWN BY:

V&A INC.

530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

**PARSONS  
BRINCKERHOFF**

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

DIGALERT



CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig



STAMP

REVISIONS

CITY OF BEVERLY HILLS

ENGINEERING DEPARTMENT

DESIGNED BY  
VY

DRAWN BY  
JT

CHECKED BY  
MG II

APPROVED BY

SUBMITTED BY

RCE No.

REVIEWED BY

ASSISTANT CITY ENGINEER

ENGINEER

DATE

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
STORM DRAIN STAGE 3

P.O. No.

CIP No.

PROJECT No.

SHEET NO

4 OF 11

WTCP - LA CIENEGA STATION - TC-SD-04



LEFT LANE CLOSED AHEAD

C20(CA)(LT)

36" x 36"

LANE CLOSED

C30 (CA)

36" x 36"

END ROAD WORK

G20-2

NO TURNS

R3-3

ONLY

R3-S(RT)

LEFT LANE MUST TURN LEFT

R3-7(LT)

36" x 36"

R3-18

30" x 30"

KEEP RIGHT

R4-7a

R4-7a

MAY USE FULL LANE

R4-11

ONE WAY

R6-1(RT)

36" x 12"

R9-3

18" x 18"

USE CROSSWALK

R9-3bP(LT)

18" x 12"

USE CROSSWALK

R9-3bP(RT)

18" x 12"

W1-6(LT)

48" x 24"

W1-6(RT)

48" x 24"

W6-3

W12-1

36" x 36"

ROAD WORK AHEAD

W20-1

36" x 36"

- ADDITIONAL NOTES:
- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
  - THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 6AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF X DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
  - DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION. INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
  - CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
  - CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
  - BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
  - CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.
  - CONTRACTOR SHALL COVER PEDESTRIAN HEADS FOR EAST LEG OF CROSSWALK.
  - CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.
  - CONTRACTOR SHALL COORDINATE WITH THE CITY OF BEVERLY HILLS 14 DAYS IN ADVANCE OF IMPLEMENTATION TO DETERMINE THE NEED FOR FLASHING RED TRAFFIC SIGNAL OPERATION AND/OR TRAFFIC CONTROL OFFICERS.

WILSHIRE WILL BE REDUCED

TO ONE LANE

XX/XX - XX/XX (TIME)

DETAIL "A"

TO BE IN OPERATION ONE WEEK PRIOR TO CLOSURE

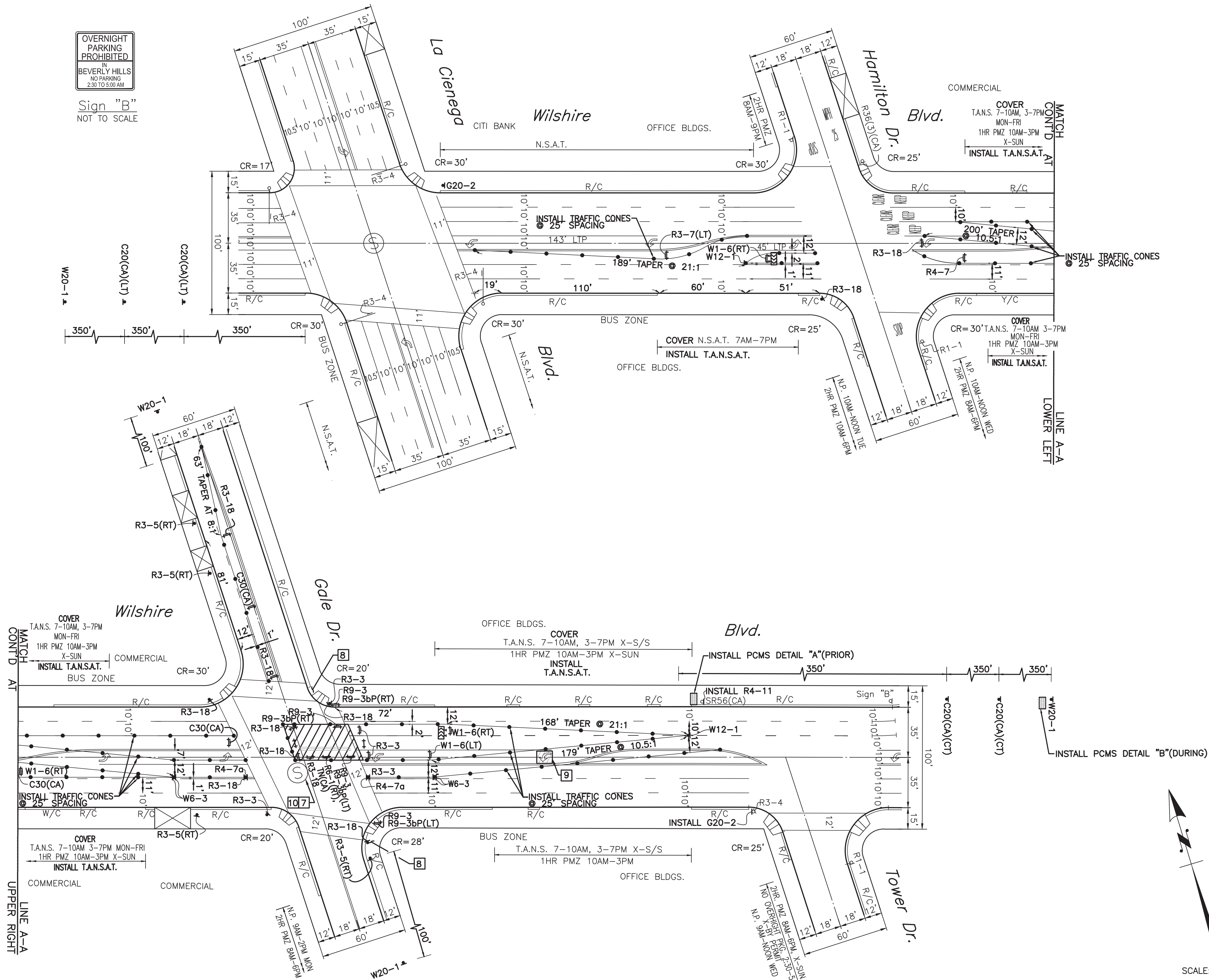
ONE LANE AHEAD

EXPECT DELAYS

USE ALT ROUTE

DETAIL "B"

TO BE IN OPERATION DURING CLOSURE



DRAWN BY:

V&A INC.

530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

PARSONS BRINCKERHOFF

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

DIGALERT

CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig

REGISTERED PROFESSIONAL ENGINEER  
PEDRO DANILLO P. JORDAN  
No. C66181  
Exp. 08/30/14  
CIVIL  
STATE OF CALIFORNIA

STAMP

REVISIONS

NO.	DESCRIPTION	DATE

CITY OF BEVERLY HILLS  
ENGINEERING DEPARTMENT

DESIGNED BY VY  
DRAWN BY JT  
CHECKED BY MG II  
APPROVED BY

SUBMITTED BY RCE No.  
REVIEWED BY  
ASSISTANT CITY ENGINEER DATE

ENGINEER DATE

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
STORM DRAIN STAGE 4

P.O. No.

CIP No.

PROJECT No.

SHEET NO  
5 OF 11



ENTRANCE CLOSED AHEAD

C20(CA)(CT)

36" x 36"

KEEP RIGHT

R4-7a

Type N(CA) or TN(CA) (ORANGE)

18" x 18"

LEFT LANE CLOSED AHEAD

C20(CA)(LT)

36" x 36"

MAY USE FULL LANE

R4-11

W6-3

LANE CLOSED

C30 (CA)

36" x 36"

ONE WAY

R6-1(RT)

36" x 12"

W12-1

36" x 36"

END ROAD WORK

G20-2

R9-3a

18" x 18"

W20-1

36" x 36"

NO TURNS

R3-3

USE CROSSWALK

R9-3bP(LT)

18" x 12"

W1-6(LT)

48" x 24"

ONLY

R3-5(RT)

USE CROSSWALK

R9-3bP(RT)

18" x 12"

W1-6(RT)

48" x 24"

LEFT LANE MUST TURN LEFT

R3-7(LT)

36" x 36"

R3-18

30" x 30"

R4-7

36" x 45"

WILSHIRE  
WILL BE  
REDUCED

TO  
ONE LANE

XX/XX-  
XX/XX  
(TIME)

DETAIL "A"  
TO BE IN OPERATION  
ONE WEEK PRIOR  
TO CLOSURE

ONE  
LANE  
AHEAD

EXPECT  
DELAYS

USE  
ALT  
ROUTE

DETAIL "B"  
TO BE IN OPERATION  
DURING CLOSURE

The diagram is a detailed construction plan for the Westside Subway Extension Project, specifically for the Advanced Utility Relocation at La Cienega Station. It shows the intersection of La Cienega Blvd, Wilshire, Hamilton Dr, Gale Dr, and Tower Dr. The plan includes various traffic control measures such as lane closures, one-way traffic, and the use of traffic cones and signs. It also shows the locations of construction zones, bus zones, and office buildings. The plan is divided into several sections, each with its own set of traffic control details. The plan is drawn to a scale of 1"=40'.

**ADDITIONAL NOTES:**

- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
- THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8AM TO 2PM (SATURDAY AND/OR SUNDAY) DAILY FOR THE DURATION OF X DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS).
- DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
- CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
- CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
- BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.
- CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.
- CONTRACTOR SHALL COVER PEDESTRIAN HEADS FOR WEST LEG OF CROSSWALK.
- CONTRACTOR SHALL COORDINATE WITH CITY OF BEVERLY HILLS IN ADVANCE OF IMPLEMENTATION FOR TRAFFIC CONTROL OFFICERS (TCO) AT THE LOCATION SHOWN ON THIS PLAN WHEN THE CONSTRUCTION WORK IS PLANNED BEYOND 2PM.
- CONTRACTOR SHALL COORDINATE WITH THE CITY OF BEVERLY HILLS 14 DAYS IN ADVANCE OF IMPLEMENTATION TO DETERMINE THE NEED FOR FLASHING RED TRAFFIC SIGNAL OPERATION AND/OR TRAFFIC CONTROL OFFICERS.

DRAWN BY:

V&A INC.

530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

PARSONS  
BRINCKERHOFF

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

DIGALERT

CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig

REGISTERED PROFESSIONAL ENGINEER

FEDRO DANILLO P. JORDAN

No. C661281

Exp. 08/30/14

CIVIL

STATE OF CALIFORNIA

STAMP

REVISIONS			

CITY OF BEVERLY HILLS

ENGINEERING DEPARTMENT

DESIGNED BY

VY

DRAWN BY

JT

CHECKED BY

MG II

APPROVED BY

SUBMITTED BY

RCE No.

REVIEWED BY

ASSISTANT CITY ENGINEER

ENGINEER

DATE

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
STORM DRAIN STAGE 5

P.O No.
CIP No.
PROJECT No.
SHEET NO
6 OF 11

WTCP — LA CIENEGA STATION — TC—SD—06

CADD PROJECT FILE NAME: P:\Westside Subway Extension\Design\Bases\La Cienega\TC-SD-06 La Cienega Station SD Stage 5.dwg Feb 14, 2014 9:50am... VYang



STREET CLOSED AHEAD  
C20(CA)(LT)  
36" x 36"

LANE CLOSED  
C30 (CA)  
36" x 36"

END ROAD WORK  
G20-2

ONLY  
R3-5(RT)

R3-18  
30" x 30"

ONE WAY

R6-1(RT)  
36" x 12"

Type (NCA) or TM(CA)  
(ORANGE)  
18" x 18"

W1-6(LT)  
48" x 24"

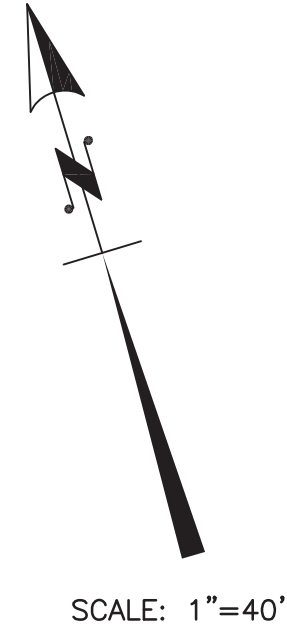
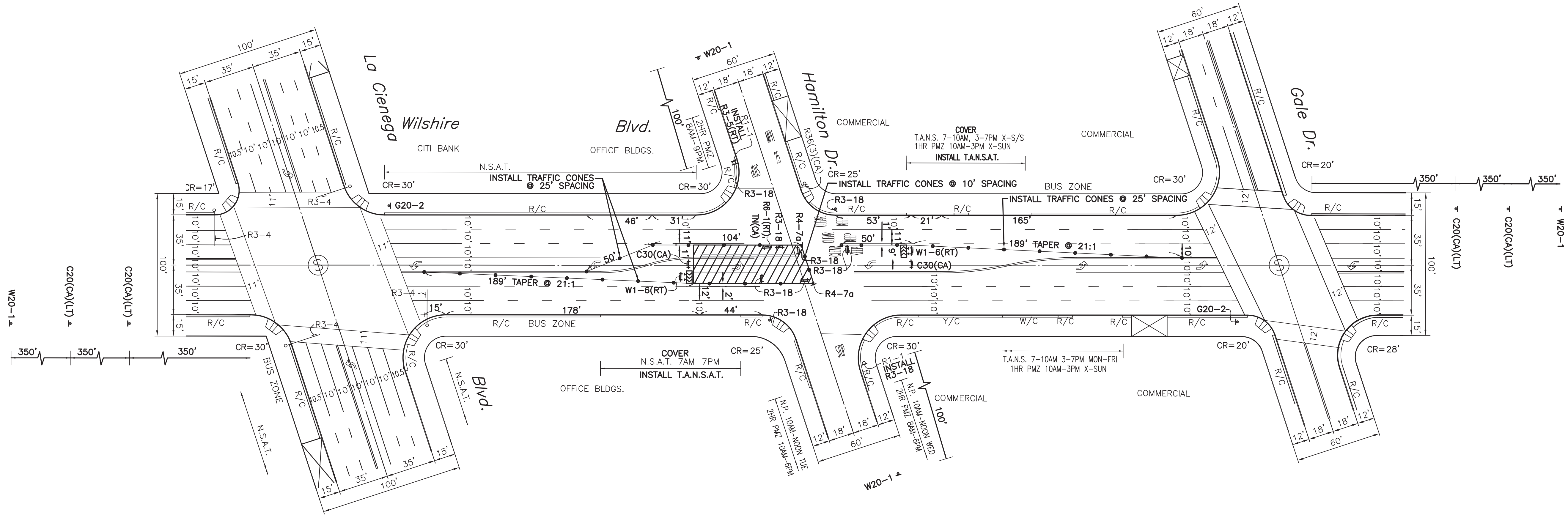
W1-6(RT)  
48" x 24"

ROAD WORK AHEAD  
W20-1  
36" x 36"

KEEP RIGHT  
R4-7a

ROAD WORK AHEAD  
W20-1  
36" x 36"

- ADDITIONAL NOTES:
- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
  - THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 6AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF X DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
  - DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION. INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
  - CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
  - CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
  - BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.



DRAWN BY:  
 **V&A INC.**  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

**PARSONS  
BRINCKERHOFF**  
777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

**DIGALERT**  
  
CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig

STAMP

REVISIONS	

**CITY OF BEVERLY HILLS**  
ENGINEERING DEPARTMENT

DESIGNED BY VY	DRAWN BY JT	CHECKED BY MG II	APPROVED BY
SUBMITTED BY RCE No.			ENGINEER DATE
REVIEWED BY ASSISTANT CITY ENGINEER			
DATE			

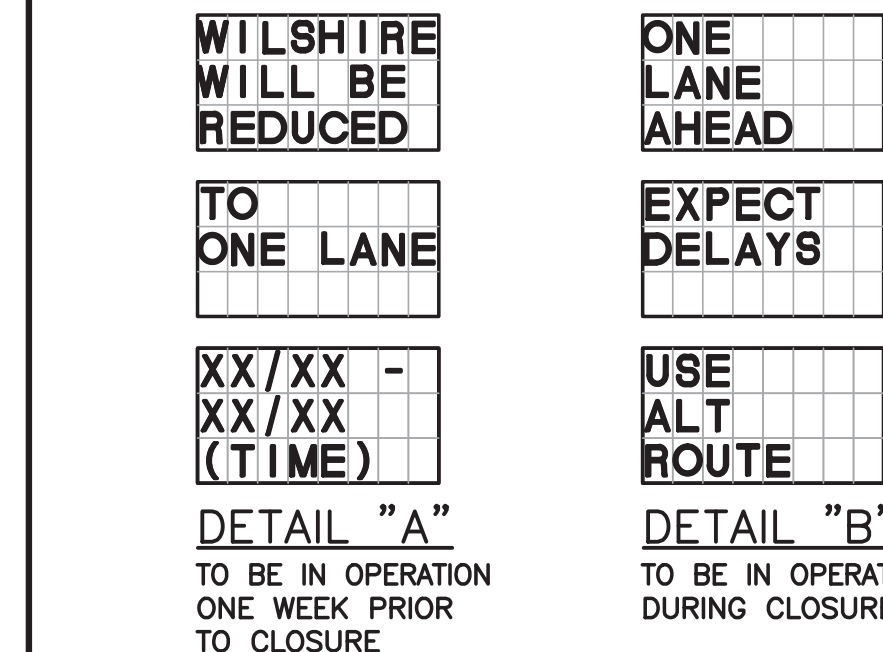
Traffic Control:

**WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
STORM DRAIN STAGE 6**

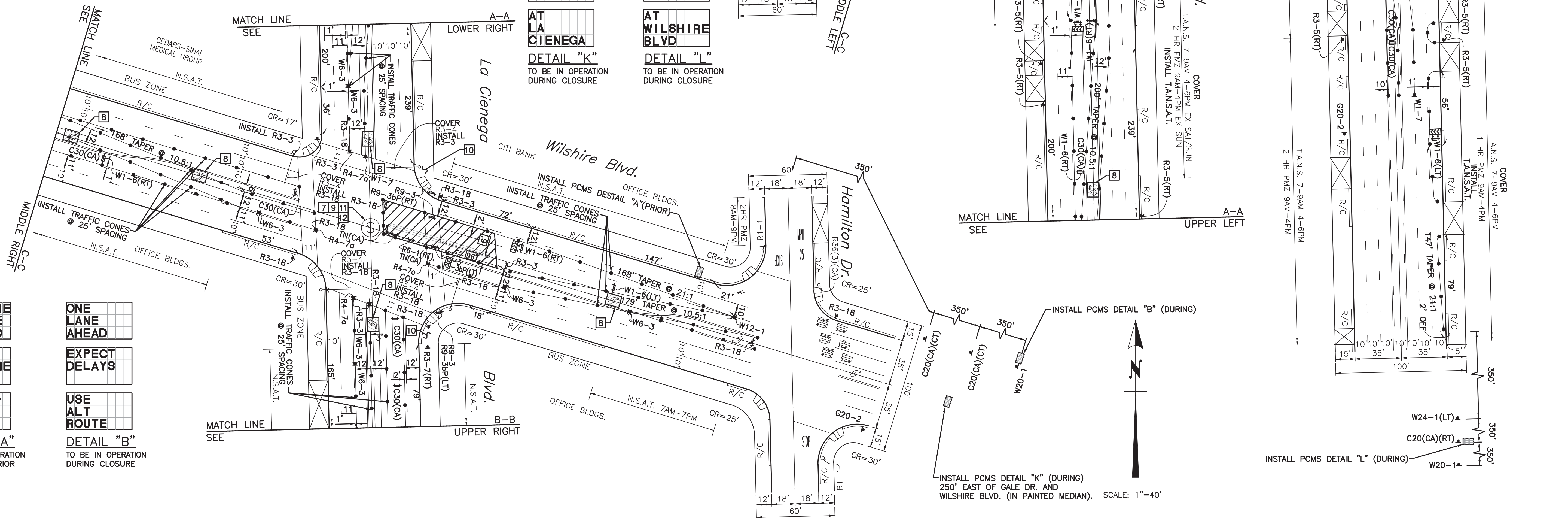
P.O. No.
CIP No.
PROJECT No.
SHEET NO 7 OF 11

CADD PROJECT FILE NAME: P:\Westside Subway Extension\Design\Bases\La Cienega\Station SD Stage 6.dwg Feb 14, 2014 10:39am... VYang





1. REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
2. THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8AM TO 2PM (SUNDAY) FOR THE DURATION OF X SUNDAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS).
3. DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
4. CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
5. CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
6. BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
7. CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.
8. CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.
9. CONTRACTOR SHALL COVER LEFT TURN ARROW HEADS FOR ALL DIRECTIONS WITH DETACHABLE HEAD COVER AND DE-ENERGIZE AS DIRECTED BY TRAFFIC SIGNAL INSPECTOR.
10. CONTRACTOR SHALL COVER PEDESTRIAN HEADS FOR EAST LEG OF CROSSWALK.
11. CONTRACTOR SHALL COORDINATE WITH CITY OF BEVERLY HILLS IN ADVANCE OF IMPLEMENTATION FOR TRAFFIC CONTROL OFFICERS (TCO) AT THE LOCATION SHOWN ON THIS PLAN WHEN THE CONSTRUCTION WORK IS PLANNED BEYOND 2PM.
12. CONTRACTOR SHALL COORDINATE WITH THE CITY OF BEVERLY HILLS 14 DAYS IN ADVANCE OF IMPLEMENTATION TO DETERMINE THE NEED FOR FLASHING RED TRAFFIC SIGNAL OPERATION AND/OR TRAFFIC CONTROL OFFICERS.



WTCP - LA CIENEGA STATION - TC-SD-08



**V&A INC.**  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Die



D	CITY OF BEVERLY HILLS			
	ENGINEERING DEPARTMENT			
	DESIGNED BY VY	DRAWN BY JT	CHECKED BY MG II	APPROVED BY
	SUBMITTED BY RCE No.			ENGINEER _____ DATE _____
REVIEWED BY _____				
ASSISTANT CITY ENGINEER _____			DATE _____	

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
STORM DRAIN STAGE 7

8 OF 11



LANE CLOSED

C30 (CA)  
36" x 36"

END ROAD WORK

G20-2

R3-18  
36" x 30"

W1-6(LT)

W1-6(RT)  
48" x 24"

W12-1  
36" x 36"

ROAD WORK AHEAD

W20-1  
36" x 36"

LEFT LANE CLOSED AHEAD

C20(CA)(LT)  
36" x 36"

RIGHT LANE CLOSED AHEAD

C20(CA)(CT)  
36" x 36"

KEEP RIGHT

R4-7a

W6-3

NO TURNS

R3-3

ONLY

R3-5(RT)

MAY USE FULL LANE

R4-11

ADDITIONAL NOTES:

1. REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.

2. THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8AM TO 2PM (SUNDAYS), FOR THE DURATION OF X SUNDAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS).

3. DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.

4. CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.

5. CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.

6. BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.

7. CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.

8. CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.

9. CONTRACTOR SHALL COVER LEFT TURN ARROW HEADS FOR ALL DIRECTIONS WITH DETACHABLE HEAD COVER AND DE-ENERGIZE AS DIRECTED BY TRAFFIC SIGNAL INSPECTOR.

10. CONTRACTOR SHALL COORDINATE WITH CITY OF BEVERLY HILLS IN ADVANCE OF IMPLEMENTATION FOR TRAFFIC CONTROL OFFICER (TCO) AT THE LOCATION SHOWN ON THIS PLAN WHEN THE CONSTRUCTION WORK CONTINUES PAST 2PM.

11. CONTRACTOR SHALL COORDINATE WITH THE CITY OF BEVERLY HILLS 14 DAYS IN ADVANCE OF IMPLEMENTATION TO DETERMINE THE NEED FOR FLASHING RED TRAFFIC SIGNAL OPERATION AND/OR TRAFFIC CONTROL OFFICERS.

The diagram is a detailed construction plan for the La Cienega Station area. It shows the intersection of La Cienega Blvd and Wilshire Blvd, with Le Doux Blvd and Hamilton Dr also visible. The plan includes various traffic control measures such as lane closures, traffic cones, and signal changes. Key features include:   
 - **La Cienega Blvd:** Shows lane closures for both directions, with traffic cones and signs (C30, C20) indicating the work zone.   
 - **Wilshire Blvd:** Shows a bus zone and lane closures, with traffic cones and signs (R3, R4) indicating the work zone.   
 - **Le Doux Blvd:** Shows lane closures and traffic cones.   
 - **Hamilton Dr:** Shows lane closures and traffic cones.   
 - **Construction Details:** Includes details for traffic cones, lane closures, and signal changes.   
 - **Signage:** Lists various signs to be used, including 'LANE CLOSED', 'END ROAD WORK', 'LEFT LANE CLOSED AHEAD', 'RIGHT LANE CLOSED AHEAD', 'KEEP RIGHT', 'NO TURNS', 'ONLY', and 'MAY USE FULL LANE'.   
 - **Notes:** Includes additional notes regarding construction requirements and coordination with city agencies.

LA CIENEGA WILL BE

REDUCED TO ONE LANE

XX/XX - XX/XX (TIME)

DETAIL "F" TO BE IN OPERATION ONE WEEK PRIOR TO CLOSURE

LEFT TURN CLOSED

AT LA CIENEGA

DETAIL "K" TO BE IN OPERATION DURING CLOSURE

ONE LANE AHEAD

EXPECT DELAYS

USE ALT ROUTE

DETAIL "B" TO BE IN OPERATION DURING CLOSURE

LEFT TURN CLOSED

AT WILSHIRE BLVD

DETAIL "L" TO BE IN OPERATION DURING CLOSURE

SCALE: 1"=40'

DRAWN BY: V&A INC. 530 S. HEWITT ST. SUITE 121 LOS ANGELES, CA 90013 213.972.9700

PARSONS BRINCKERHOFF 777 SOUTH FIGUEROA ST. 11TH FLOOR LOS ANGELES, CA 90017

DIGALERT CALL TOLL FREE 1-800-227-2600 2 Working Days Before You Dig

ENGINEER PROFESSIONAL SEAL: PEDRO DANILLO P. JORDAN No. C66181 Exp. 08/30/14 CIVIL STATE OF CALIFORNIA

REVISIONS

CITY OF BEVERLY HILLS ENGINEERING DEPARTMENT

DESIGNED BY VY DRAWN BY VY CHECKED BY MG II APPROVED BY

SUBMITTED BY RCE No.

REVIEWED BY ASSISTANT CITY ENGINEER DATE

ENGINEER DATE

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT ADVANCED UTILITY RELOCATION LA CIENEGA STATION STORM DRAIN STAGE 8

WTCP - LA CIENEGA STATION - TC-SD-09

P.O. No.

CIP No.

PROJECT No.

SHEET NO 9 OF 11



LANE CLOSED

C30 (CA)  
36" x 36"

END ROAD WORK

G20-2

R3-18  
36" x 36"

LEFT LANE MUST TURN LEFT

R3-7(LT)  
36" x 36"

W1-6(LT)

W1-6(RT)  
48" x 24"

W12-1  
36" x 36"

ROAD WORK AHEAD

W20-1  
36" x 36"

LEFT LANE CLOSED AHEAD

C20(CA)(LT)  
36" x 36"

RIGHT LANE CLOSED AHEAD

C20(CA)(CT)  
36" x 36"

TYPE N(CA)/N(CA) (ORANGE)  
18" x 18"

R4-7  
36" x 45"

W6-3

NO TURNS

R3-3

ONLY

R3-5(RT)

MAY USE FULL LANE

R4-11

ONE WAY

R6-1(RT)  
36" x 12"

ADDITIONAL NOTES:

- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
- THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 6AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF X DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
- DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
- CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
- CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
- BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.

WILSHIRE  
WILL BE  
REDUCED

TO  
ONE LANE

XX/XX -  
XX/XX  
(TIME)

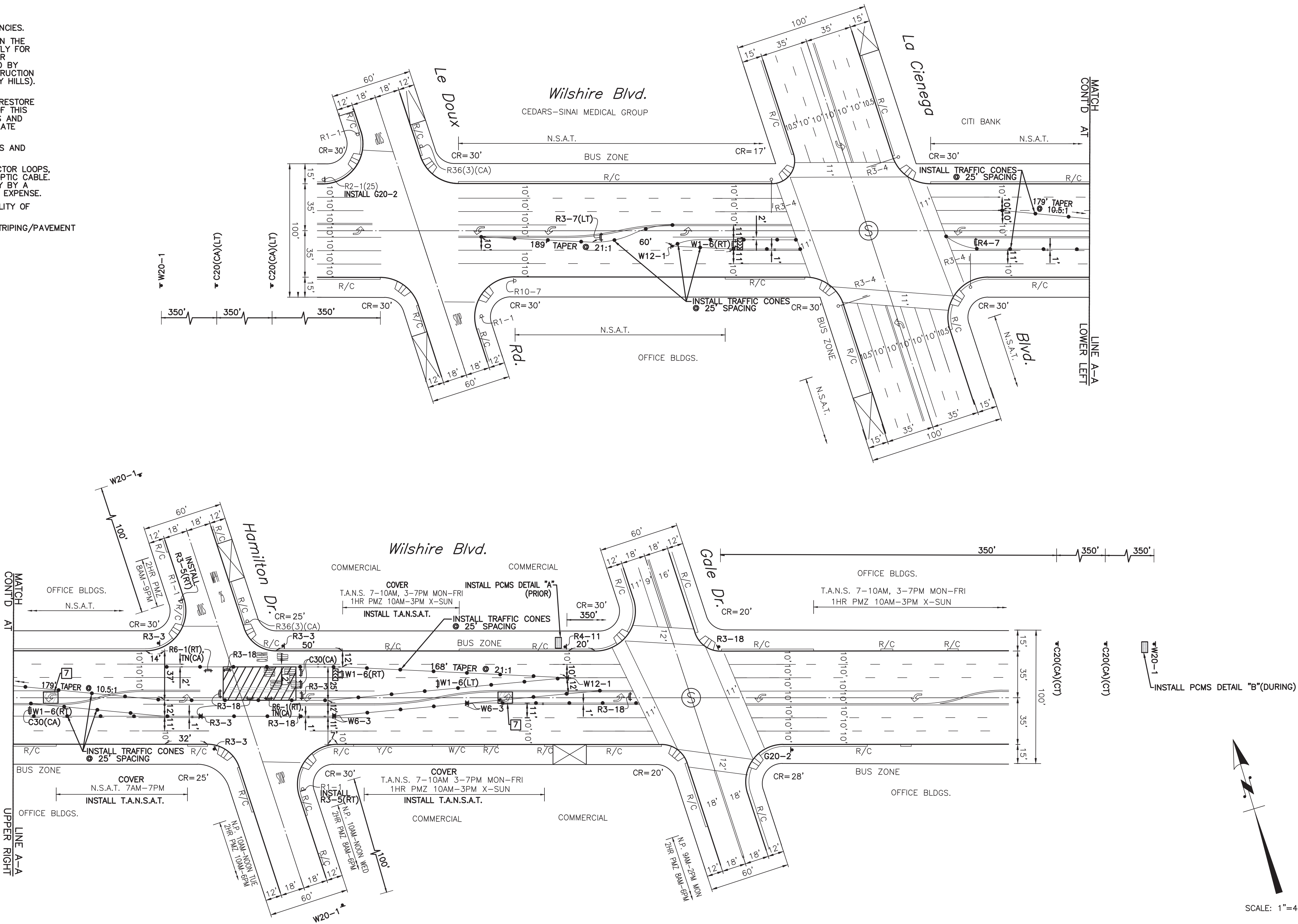
DETAIL "A"  
TO BE IN OPERATION  
ONE WEEK PRIOR  
TO CLOSURE

ONE  
LANE  
AHEAD

EXPECT  
DELAYS

USE  
ALT  
ROUTE

DETAIL "B"  
TO BE IN OPERATION  
DURING CLOSURE



SCALE: 1"=40'

WTCP - LA CIENEGA STATION - TC-SD-10

DRAWN BY:

V&A INC.  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

PARSONS  
BRINCKERHOFF  
777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

DIGALERT

CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig

REGISTERED PROFESSIONAL ENGINEER  
PEDRO DANILLO P. POPEN  
No. C66181  
Exp. 08/30/14  
CIVIL  
STATE OF CALIFORNIA

STAMP

REVISIONS


**CITY OF BEVERLY HILLS**  
ENGINEERING DEPARTMENT

DESIGNED BY VY  
DRAWN BY JT  
CHECKED BY MG II  
APPROVED BY

SUBMITTED BY RCE No.  
REVIEWED BY  
ASSISTANT CITY ENGINEER DATE

ENGINEER DATE

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
STORM DRAIN STAGE 9

P.O. No.

CIP No.

PROJECT No.

SHEET NO  
10 OF 11



LANE CLOSED

C30 (CA)  
36" x 36"

END ROAD WORK

G20-2

R3-18  
30" x 30"

ONLY

R3-5(RT)

W1-6(LT)  
48" x 24"

W1-6(RT)  
48" x 24"

KEEP RIGHT

R4-7a

ROAD WORK AHEAD

W20-1  
36" x 36"

LEFT LINE CLOSED AHEAD

C20(CA)(LT)  
36" x 36"

TYPE N(CA)/TN(CA)  
(ORANGE)  
18" x 18"

ADDITIONAL NOTES:

- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
- THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8AM TO 2PM (SUNDAYS) FOR THE DURATION OF X SUNDAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS).
- DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
- CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
- CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
- CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.
- CONTRACTOR SHALL COVER LEFT TURN ARROW HEADS FOR ALL DIRECTIONS WITH DETACHABLE HEAD COVER AND DE-ENERGIZE AS DIRECTED BY TRAFFIC SIGNAL INSPECTOR.
- CONTRACTOR SHALL COORDINATE WITH CITY OF BEVERLY HILLS IN ADVANCE OF IMPLEMENTATION FOR TRAFFIC CONTROL OFFICER (TCO) AT THE LOCATION SHOWN ON THIS PLAN WHEN THE CONSTRUCTION WORK CONTINUES PAST 2PM.

LEFT TURN CLOSED

AT LA CIENEGA

DETAIL "K"  
TO BE IN OPERATION DURING CLOSURE

LEFT TURN CLOSED

AT WILSHIRE BLVD

DETAIL "L"  
TO BE IN OPERATION DURING CLOSURE

DRAWN BY:

V&A INC.

530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

PARSONS  
BRINCKERHOFF

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

DIGALERT

CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig

ENGINEERING PROFESSIONAL SEAL

FERRO DANILLO P. JORDAN  
No. 056181  
Exp. 08/30/14  
CIVIL  
STATE OF CALIFORNIA

STAMP

REVISIONS

NO.	DESCRIPTION	DATE

CITY OF BEVERLY HILLS  
ENGINEERING DEPARTMENT

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
VY	VY	MG II	

SUBMITTED BY	RCE No.

REVIEWED BY	ENGINEER	DATE
ASSISTANT CITY ENGINEER		

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
STORM DRAIN STAGE 10

INSTALL PCMS DETAIL "L"  
(DURING) 250' SOUTH  
OF GREGORY WY.

WTCP - LA CIENEGA STATION - TC-SD-11

P.O. No.

CIP No.

PROJECT No.

SHEET NO  
11 OF 11

CADD PROJECT FILE NAME: P:\Westside Subway Extension\Design\Bases\La Cienega\TC-SD-11 La Cienega Station SD Stage 10.dwg Feb 14, 2014 9:51am...VYang







LANE CLOSED  
C30 (CA)  
36" x 36"

END ROAD WORK  
G20-2

R3-18  
36" x 30"

RIGHT LANE MUST TURN RIGHT  
R3-7(RT)  
36" x 36"

W1-6(LT)  
W1-6(RT)  
48" x 24"

W12-1  
36" x 36"

ROAD WORK AHEAD  
W20-1  
36" x 36"

RIGHT LANE CLOSED AHEAD  
C20(CA)(RT)  
36" x 36"

ONE WAY  
R6-1(RT)  
36" x 12"

TYPE N(CA)/TN(CA) (ORANGE)  
18" x 18"

ONLY  
R3-5(RT)

W4-1(RT)

W6-3

TURNING VEHICLES TO  
R10-15

NO TURNS  
R3-3

ADDITIONAL NOTES:

- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
- THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 8AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF 12 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
- DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
- CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
- CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
- BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
- ☒ CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.

CROSS TO MEDIAN

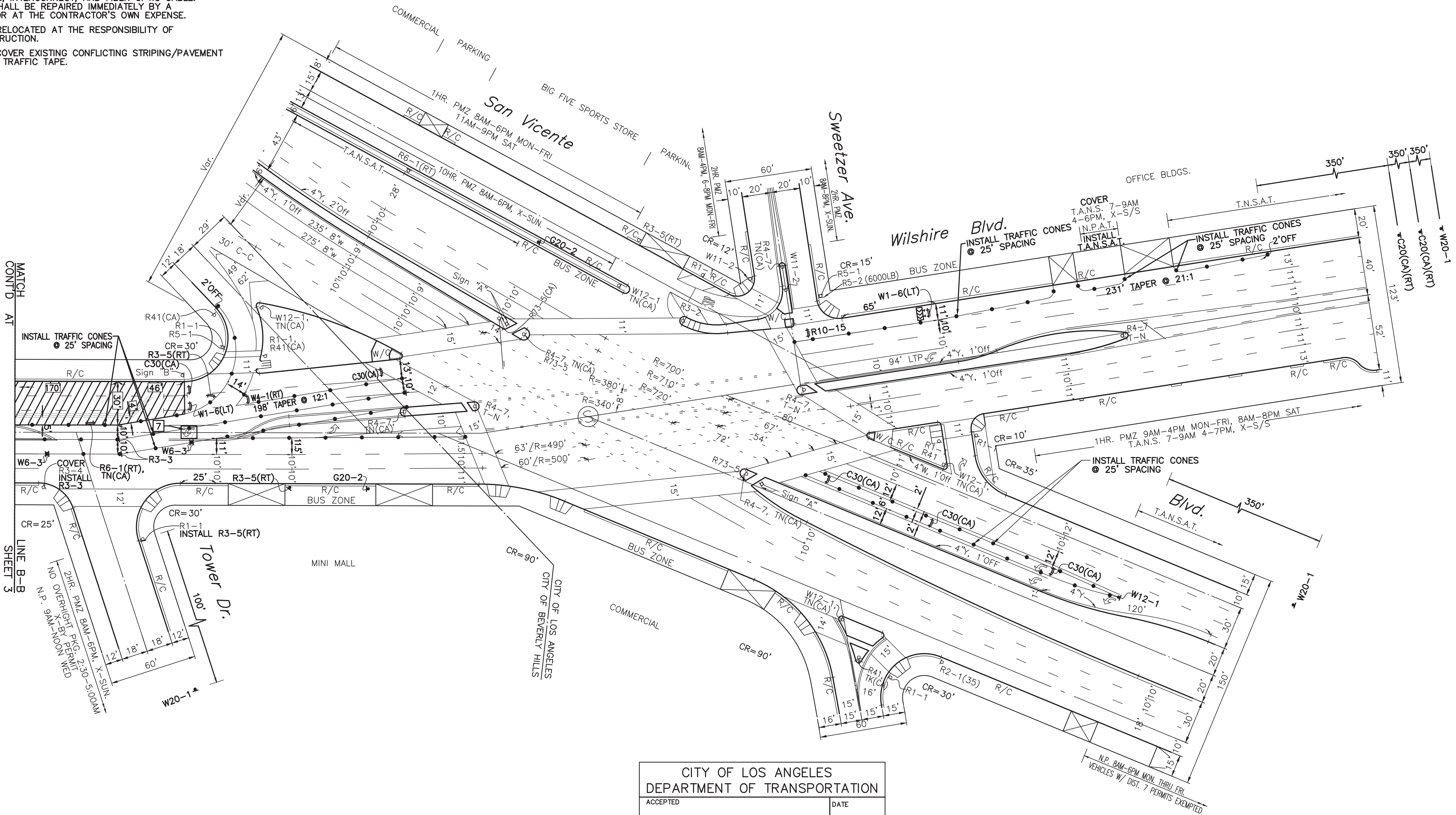
Sign "A"

NOT TO SCALE

OVERNIGHT PARKING PROHIBITED  
BEVERLY HILLS  
NO PARKING  
2:30 TO 5:00 AM

Sign "B"

NOT TO SCALE



CITY OF LOS ANGELES  
DEPARTMENT OF TRANSPORTATION

ACCEPTED \_\_\_\_\_ DATE \_\_\_\_\_

PRINCIPAL TRANSPORTATION ENGINEER \_\_\_\_\_

DRAWN BY:  
 **V&A INC.**  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

**PARSONS BRINCKERHOFF**  
777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

**DIGALERT**  
  
CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig

STAMP

REVISIONS	

**CITY OF BEVERLY HILLS**  
ENGINEERING DEPARTMENT

DESIGNED BY VY DRAWN BY VY CHECKED BY MG II APPROVED BY \_\_\_\_\_

SUBMITTED BY \_\_\_\_\_ RCE No. \_\_\_\_\_

REVIEWED BY \_\_\_\_\_ ENGINEER DATE \_\_\_\_\_

ASSISTANT CITY ENGINEER DATE \_\_\_\_\_

Traffic Control:  
**WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
WATER STAGE 1**

P.O. No. \_\_\_\_\_  
CIP No. \_\_\_\_\_  
PROJECT No. \_\_\_\_\_  
SHEET NO  
**2 OF 29**

CADD PROJECT FILE NAME: P:\Westside Subway Extension\Design\Bases\La Cienega\TC-WT-02 VT Stage 1.dwg Feb 14, 2014 4:44pm\_VYtang



LANE CLOSED  
C30 (CA)  
36" x 36"

END ROAD WORK  
G20-2

R3-18  
36" x 30"

LEFT LANE MUST TURN LEFT  
R3-7(LT)  
36" x 36"

W1-6(LT)

W1-6(RT)  
48" x 24"

W12-1  
36" x 36"

ROAD WORK AHEAD  
W20-1  
36" x 36"

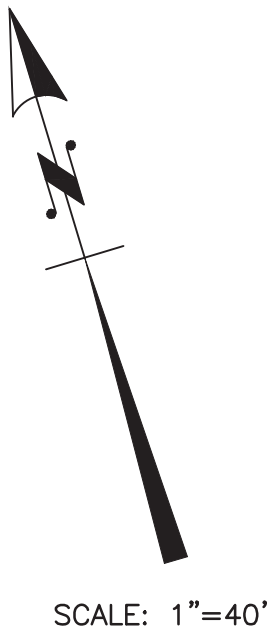
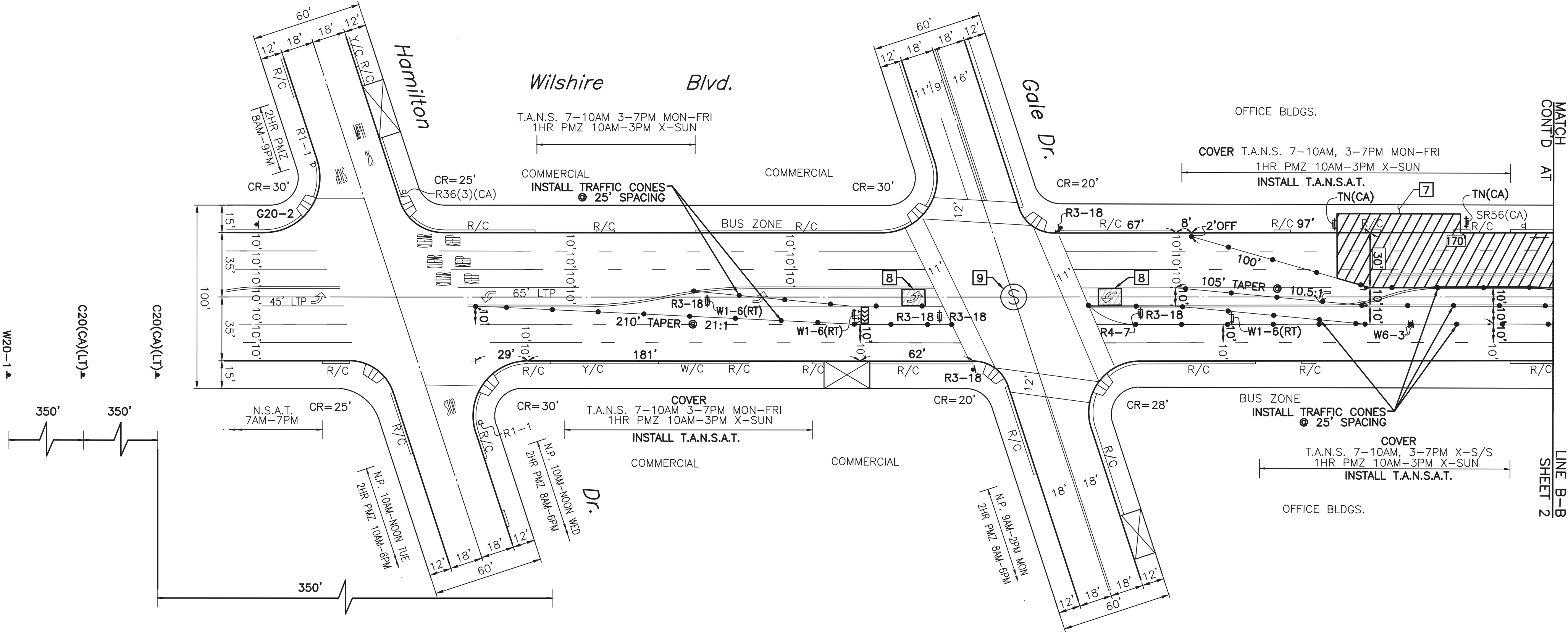
LEFT LANE CLOSED AHEAD  
C20(CA)(LT)  
36" x 36"

R4-7  
36" x 45"

TYPE N(CA)/TN(CA) (ORANGE)  
18" x 18"

ADDITIONAL NOTES:

1. REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
2. THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 8AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF 12 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
3. DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
4. CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
5. CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
6. BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
7. CONTRACTOR SHALL MAINTAIN 5' MINIMUM ADA-COMPLIANT CROSSWALK/WALKWAY.
8. CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.
9. CONTRACTOR SHALL COORDINATE WITH THE CITY OF BEVERLY HILLS 14 DAYS IN ADVANCE OF IMPLEMENTATION TO DETERMINE THE NEED FOR FLASHING RED TRAFFIC SIGNAL OPERATION AND/OR TRAFFIC CONTROL OFFICERS.



SCALE: 1"=40'

DRAWN BY:  
**V&A INC.**  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

**PARSONS  
BRINCKERHOFF**  
777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

**DIGALERT**  
  
CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig

STAMP

REVISIONS	

**CITY OF BEVERLY HILLS**  
ENGINEERING DEPARTMENT

DESIGNED BY VY | DRAWN BY VY | CHECKED BY MG II | APPROVED BY

SUBMITTED BY | RCE No. |

REVIEWED BY | ENGINEER | DATE |

ASSISTANT CITY ENGINEER | DATE |

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
WATER STAGE 1

P.O. No.  
CIP No.  
PROJECT No.  
SHEET NO  
3 OF 29

WTCP – LA CIENEGA STATION – TC-WT-03



LANE CLOSED

C30 (CA)  
36" x 36"

END ROAD WORK

G20-2

R3-18  
30" x 30"

W1-6(LT)  
48" x 24"

W1-6(RT)  
48" x 24"

ROAD WORK AHEAD

W20-1  
36" x 36"

LEFT LANE CLOSED AHEAD

C20(CA)(LT)  
36" x 36"

ONE WAY

R6-1(RT)  
36" x 12"

TYPE N(CA)/TN(CA)  
(ORANGE)  
18" x 18"

ONLY

R3-5(RT)

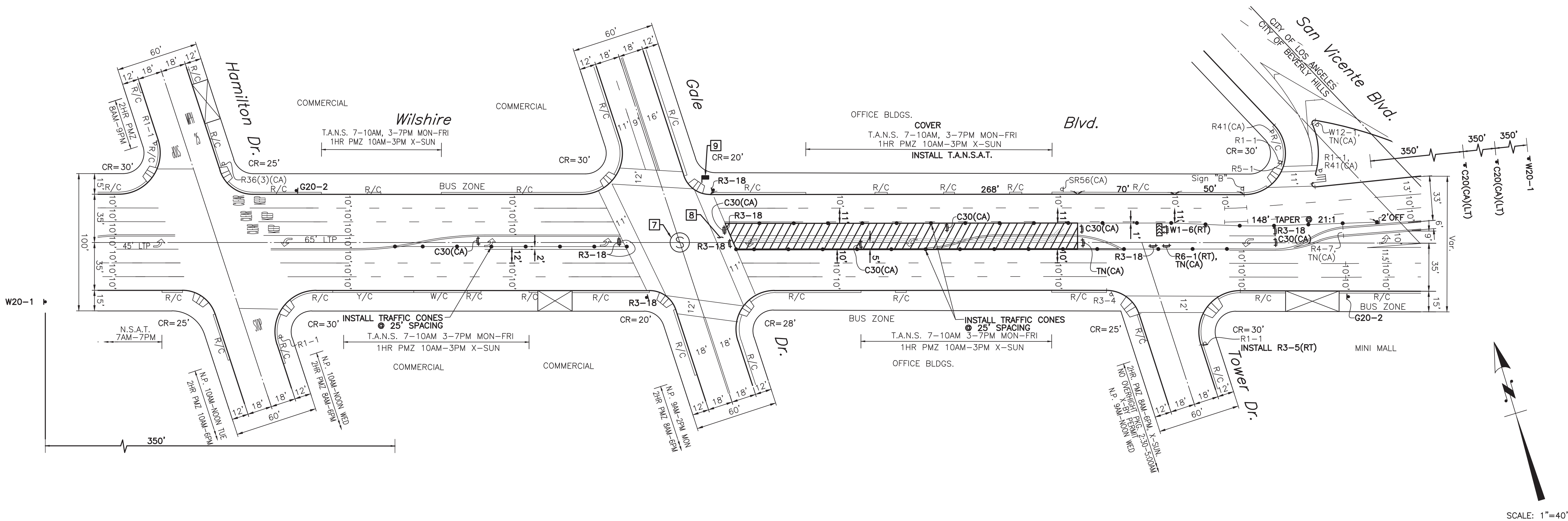
- ADDITIONAL NOTES:
- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
  - THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 8AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF 16 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
  - DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
  - CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
  - CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
  - BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
  - CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.
  - CONTRACTOR SHALL MAINTAIN 5' MINIMUM ADA-COMPLIANT CROSSWALK/WALKWAY.
  - CONTRACTOR SHALL PROVIDE FLAGGER CONTROL TO MAINTAIN SAFE PEDESTRIAN ACCESS THRU THE CROSSWALK/WALKWAY.

OVERNIGHT  
PARKING  
PROHIBITED

BEVERLY HILLS  
NO PARKING  
2:30 TO 5:00 AM

Sign "B"

NOT TO SCALE



SCALE: 1"=40'

WTCP - LA CIENEGA STATION - TC-WT-04

DRAWN BY:

V&A INC.

530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

PARSONS  
BRINCKERHOFF

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

DIGALERT

CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig

REGISTERED PROFESSIONAL ENGINEER  
FEDRO DANILOFF-PEREN  
No. C66181  
Exp. 08/30/14  
CIVIL  
STATE OF CALIFORNIA

STAMP

REVISIONS

NO.	DESCRIPTION	DATE

CITY OF BEVERLY HILLS  
ENGINEERING DEPARTMENT

DESIGNED BY VY DRAWN BY VY CHECKED BY MG II APPROVED BY

SUBMITTED BY RCE No.

REVIEWED BY ASSISTANT CITY ENGINEER DATE

ENGINEER DATE

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
WATER STAGE 2

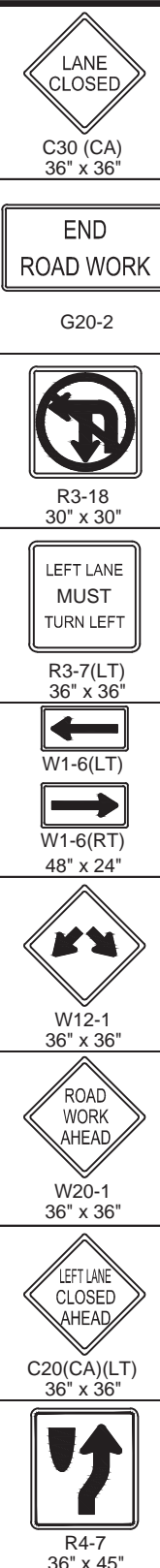
P.O. No.

CIP No.

PROJECT No.

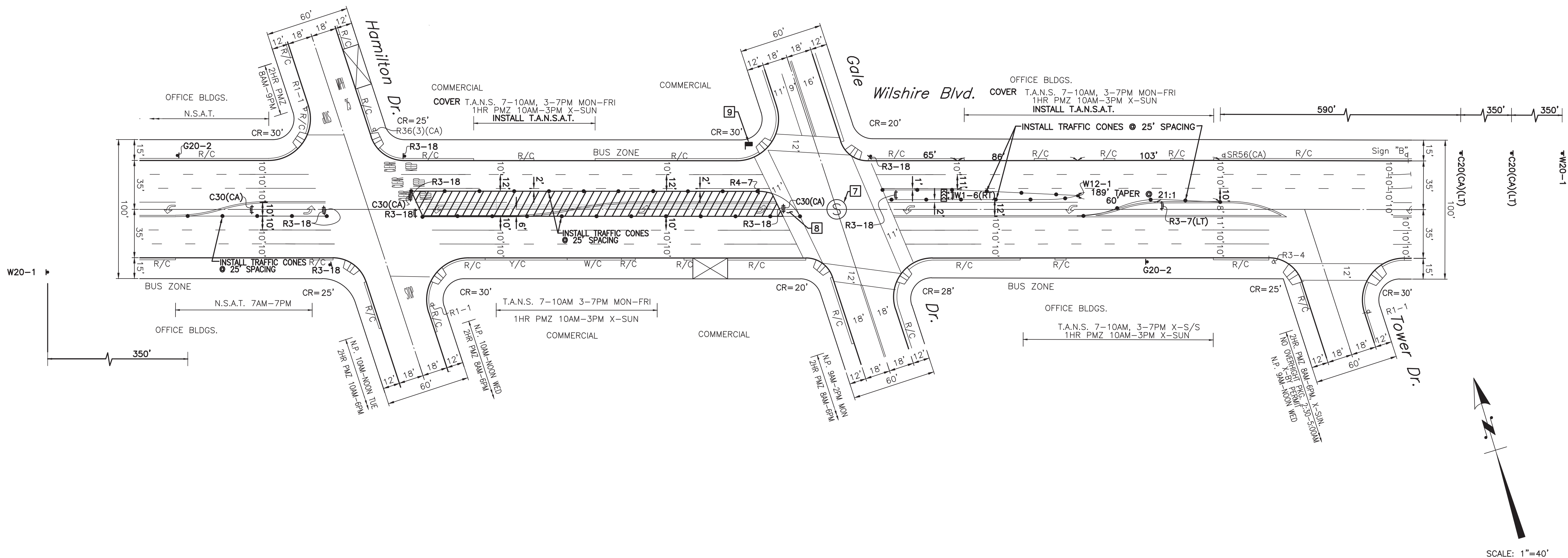
SHEET NO  
4 OF 29





ADDITIONAL NOTES:

1. REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
2. THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOUR 00 (MONDAY TO FRIDAY) HIGHLY FOR THE DURATION OF 18 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
3. DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
4. CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
5. CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
6. BUS STOPS SHALL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
7. CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.
8. CONTRACTOR SHALL MAINTAIN 5' MINIMUM ADA-COMPLIANT CROSSWALK/WALKWAY.
9. CONTRACTOR SHALL PROVIDE FLAGGER CONTROL TO MAINTAIN SAFE PEDESTRIAN ACCESS THRU THE CROSSWALK/WALKWAY.



SCALE: 1"=40'

WTCP - LA CIENEGA STATION - TC-WT-05

DRAWN BY:



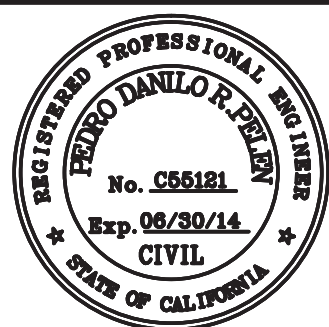
**V&A INC.**  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700



777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

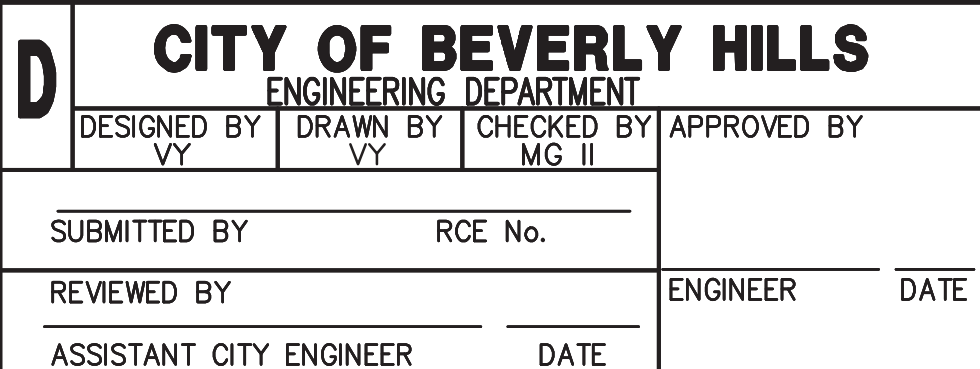


**CALL TOLL FREE**  
**1-800-227-2600**  
**2 Working Days Before You Die**



STAMP

## REVISIONS



**Traffic Control:**

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
WATER STAGE 3

P.O. No.

CIP No.

PROJECT No. \_\_\_\_\_

SHEET NO 5 OF 29





ADDITIONAL NOTES:

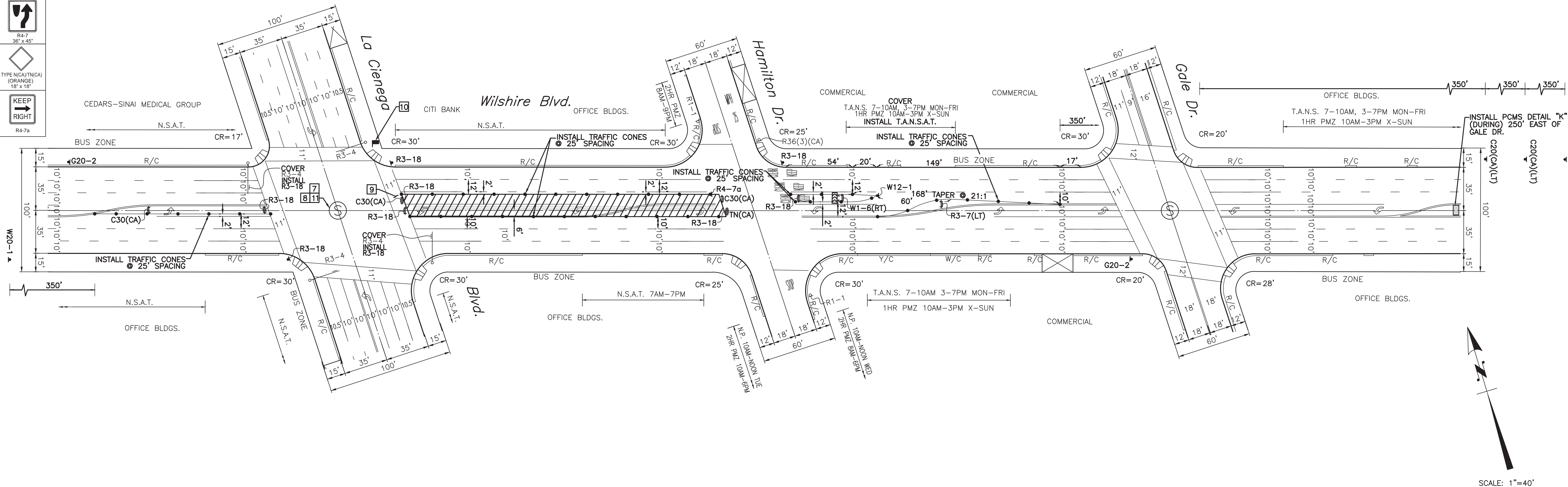
1. REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
2. THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE 8PM TO 6AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF 18 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
3. DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
4. CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
5. CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
6. BUS STOPS SHALL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
7. CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.
8. CONTRACTOR SHALL COVER EB & WB LEFT TURN ARROW HEADS WITH DETACHABLE HEAD COVER AND DE-ENERGIZE AS DIRECTED BY TRAFFIC SIGNAL INSPECTOR.
9. CONTRACTOR SHALL MAINTAIN 5' MINIMUM ADA-COMPLIANT CROSSWALK/WALKWAY.
10. CONTRACTOR SHALL PROVIDE FLAGGER CONTROL TO MAINTAIN SAFE PEDESTRIAN ACCESS THRU THE CROSSWALK/WALKWAY.
11. CONTRACTOR SHALL COORDINATE WITH THE CITY OF BEVERLY HILLS 14 DAYS IN ADVANCE OF IMPLEMENTATION TO DETERMINE THE NEED FOR FLASHING RED TRAFFIC SIGNAL OPERATION AND/OR TRAFFIC CONTROL OFFICERS.

LEFT			
TURN			
CLOSED			

AT				
LA				
C	E	N	E	G

DETAIL "K"

TO BE IN OPERATION  
DURING CLOSURE



SCALE: 1"=40'

WTCP - LA CIENEGA STATION - TC-WT-06

DRAWN BY:



**V&A INC.**  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

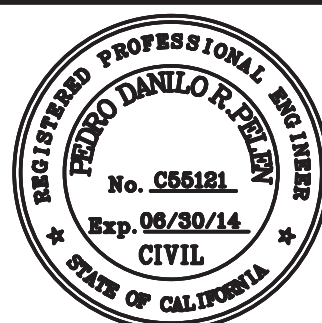
**PARSONS  
BRINCKERHOFF**

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

DIGALERT



**CALL TOLL FREE**  
**1-800-227-2600**  
**2 Working Days Before You Die**



STAMP

## REVISIONS

# CITY OF BEVERLY HILLS

DESIGNED BY VY	DRAWN BY VY	CHECKED BY MG II	APPROVED BY
-------------------	----------------	---------------------	-------------

SUBMITTED BY		RCF No.	
--------------	--	---------	--

REVIEWED BY	ENGINEER
-------------	----------

**Traffic Control:**

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
WATER STAGE 4

P.O No.
---------

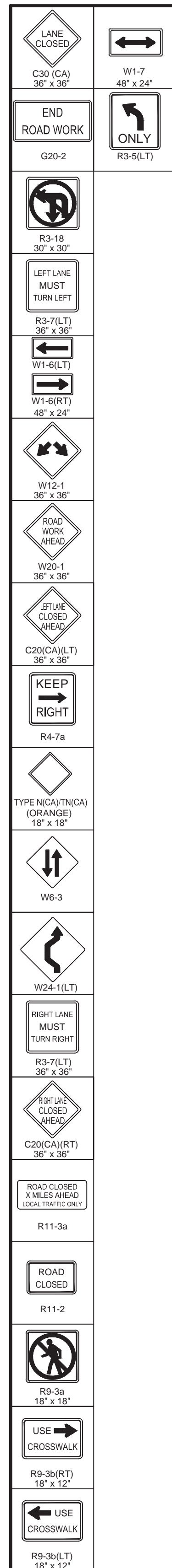
CIP No.	
---------	--

PROJECT No. \_\_\_\_\_

SHEET NO 6 OF 29

CADD PROJECT FILE NAME: P:\Westside Subway Extension\Design\Base\La Cienega\TC-WT-06 WT Stage 4.dwg Feb 14, 2014 4:45pm\_\_VYang





ADDITIONAL NOTES:

DRAWN BY:

 **V&A INC.**  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

**PARSONS  
BRINCKERHOFF**

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017



DIGALERT



STAMP

## REVISIONS

CITY OF BEVERLY HILLS

ENGINEERING DEPARTMENT			
DESIGNED BY VY	DRAWN BY VY	CHECKED BY MG II	APPROVED BY

SUBMITTED BY \_\_\_\_\_ RCE No. \_\_\_\_\_

REVIEWED BY \_\_\_\_\_

REVIEWED BY \_\_\_\_\_ DATE \_\_\_\_\_  
ASSISTANT CITY ENGINEER

ENGINEER	DATE
----------	------

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
WATER STAGE 5

P.O No.
---------

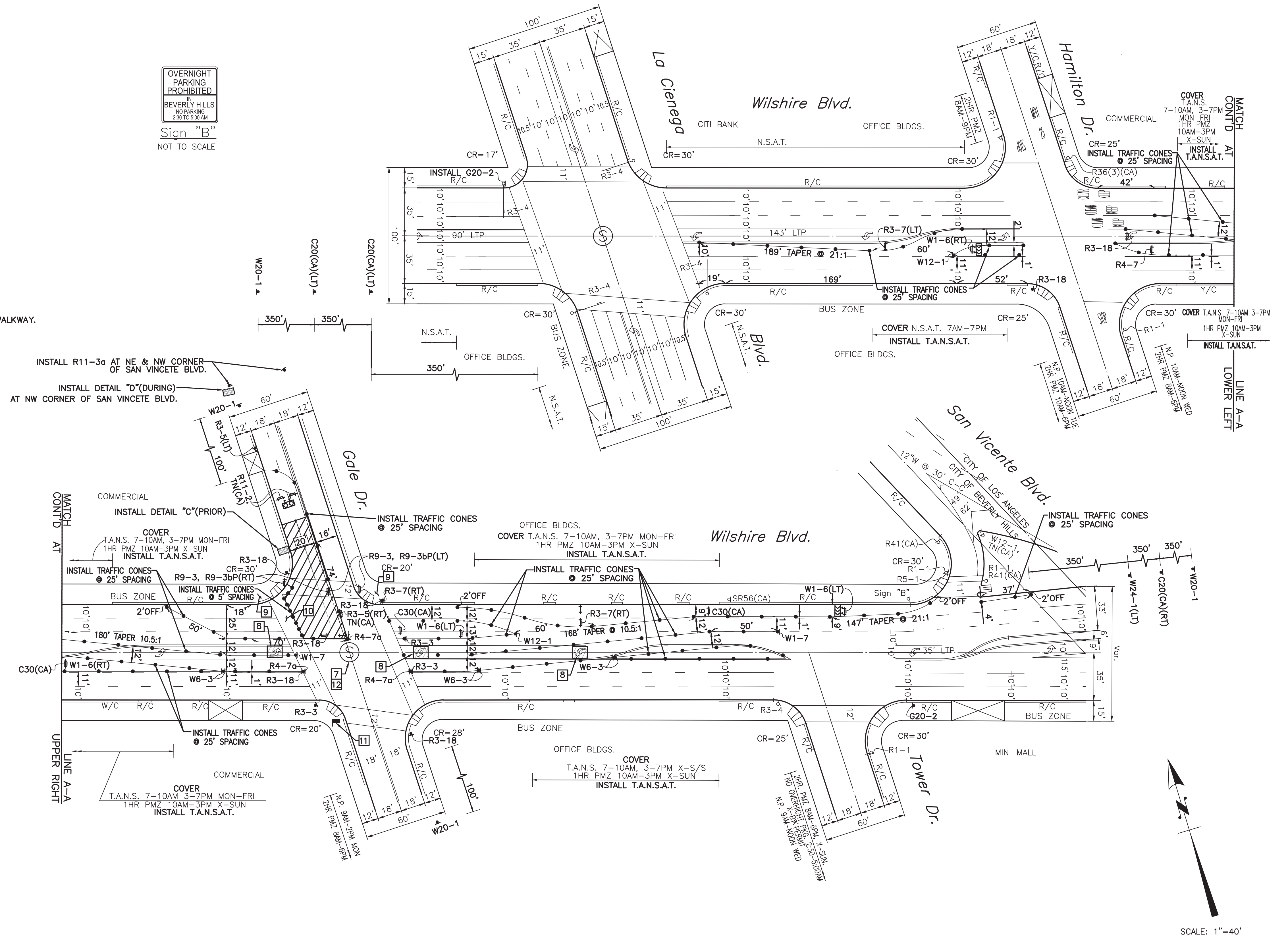
CIP No.	
---------	--

PROJECT No.

QUEST NO.

7 OF 29

WTCP - LA CIENEGA STATION - TC-WT-07





LANE CLOSED  
C30 (CA)  
36" x 36"

END ROAD WORK  
G20-2

R3-18  
30" x 30"

R3-5(RT)

W1-6(LT)  
W1-6(RT)  
48" x 24"

ROAD WORK AHEAD  
W20-1  
36" x 36"

LEFT LANE CLOSED AHEAD  
C20(CA)(LT)  
36" x 36"

R4-7  
36" x 45"

TYPE N(CA)/TN(CA)  
(ORANGE)  
18" x 18"

R9-3  
18" x 18"

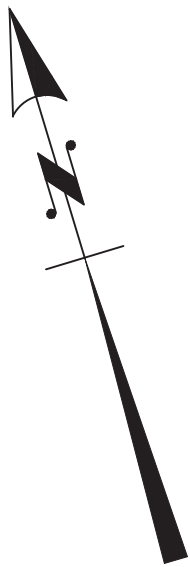
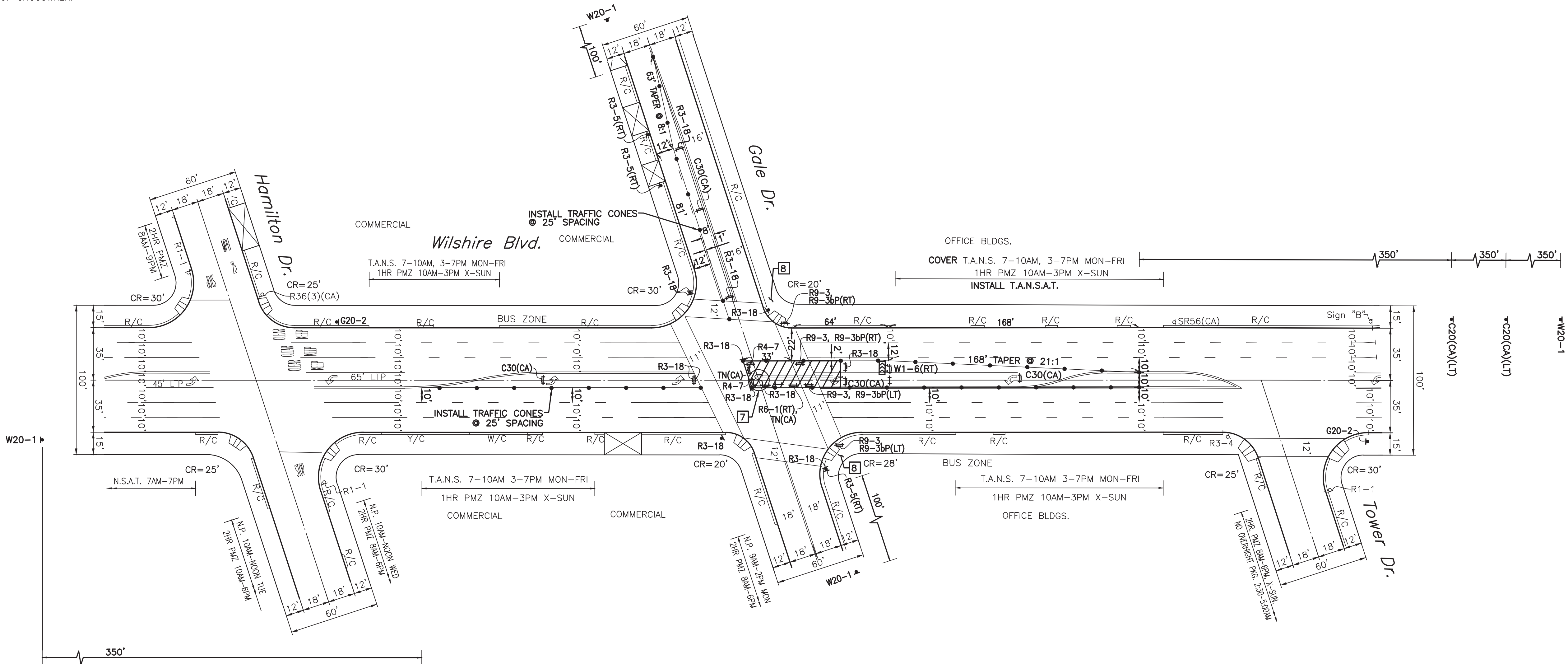
USE CROSSWALK  
R9-3b(LT)  
18" x 12"

USE CROSSWALK  
R9-3b(RT)  
18" x 12"

ADDITIONAL NOTES:

1. REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
2. THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 6AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF 5 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
3. DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
4. CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
5. CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
6. BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
7. CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.
8. CONTRACTOR SHALL COVER PEDESTRIAN HEADS FOR EAST LEG OF CROSSWALK.

OVERNIGHT  
PARKING  
PROHIBITED  
BEVERLY HILLS  
NO PARKING  
2:30 TO 5:00 AM  
Sign "B"  
NOT TO SCALE



SCALE: 1"=40'

DRAWN BY:  
**V&A INC.**  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

**PARSONS  
BRINCKERHOFF**  
777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

**DIGALERT**  
  
CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig

STAMP

REVISIONS	

**CITY OF BEVERLY HILLS**  
ENGINEERING DEPARTMENT

DESIGNED BY VY  
DRAWN BY VY  
CHECKED BY MG II  
APPROVED BY

SUBMITTED BY RCE No.  
REVIEWED BY  
ASSISTANT CITY ENGINEER DATE

ENGINEER DATE

Traffic Control:  
WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
WATER STAGE 6

P.O. No.  
CIP No.  
PROJECT No.  
SHEET NO  
8 OF 29

WTCP – LA CIENEGA STATION – TC-WT-08

CADD PROJECT FILE NAME: P:\Westside Subway Extension\Design\Bases\La Cienega\TC-WT-08 VT Stage 6.dwg Feb 14, 2014 4:45pm\_VYrurg





777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

**CALL TOLL FREE**  
**1-800-227-2600**  
**2 Working Days Before You Dig**

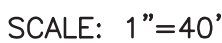


<b>D</b>	<b>CITY OF BEVERLY HILLS</b>			
	<b>ENGINEERING DEPARTMENT</b>			
	DESIGNED BY VY	DRAWN BY VY	CHECKED BY MG II	APPROVED BY
	SUBMITTED BY _____ RCE No. _____			ENGINEER _____ DATE _____
REVIEWED BY _____ DATE _____				
ASSISTANT CITY ENGINEER _____			DATE _____	

P.O No.
CIP No.
PROJECT No.
SHEET NO

9 OF 29

CADD PROJECT FILE NAME: P:\Westside Subway Extension\Design\Base\La Cienega\TC-WT-09 WT Stage 7.dwg Feb 14, 2014 4:45pm\_\_VYang





LANE CLOSED  
C30 (CA)  
36" x 36"

END ROAD WORK  
G20-2

R3-18  
36" x 30"

LEFT LANE MUST TURN LEFT  
R3-7(LT)  
36" x 36"

W1-6(LT)

W1-6(RT)  
48" x 24"

R3-5(RT)

ROAD WORK AHEAD  
W20-1  
36" x 36"

LEFT LANE CLOSED AHEAD  
C20(CA)(LT)  
36" x 36"

TYPE N(CA)/TN(CA)  
(ORANGE)  
18" x 18"

R4-7  
36" x 45"

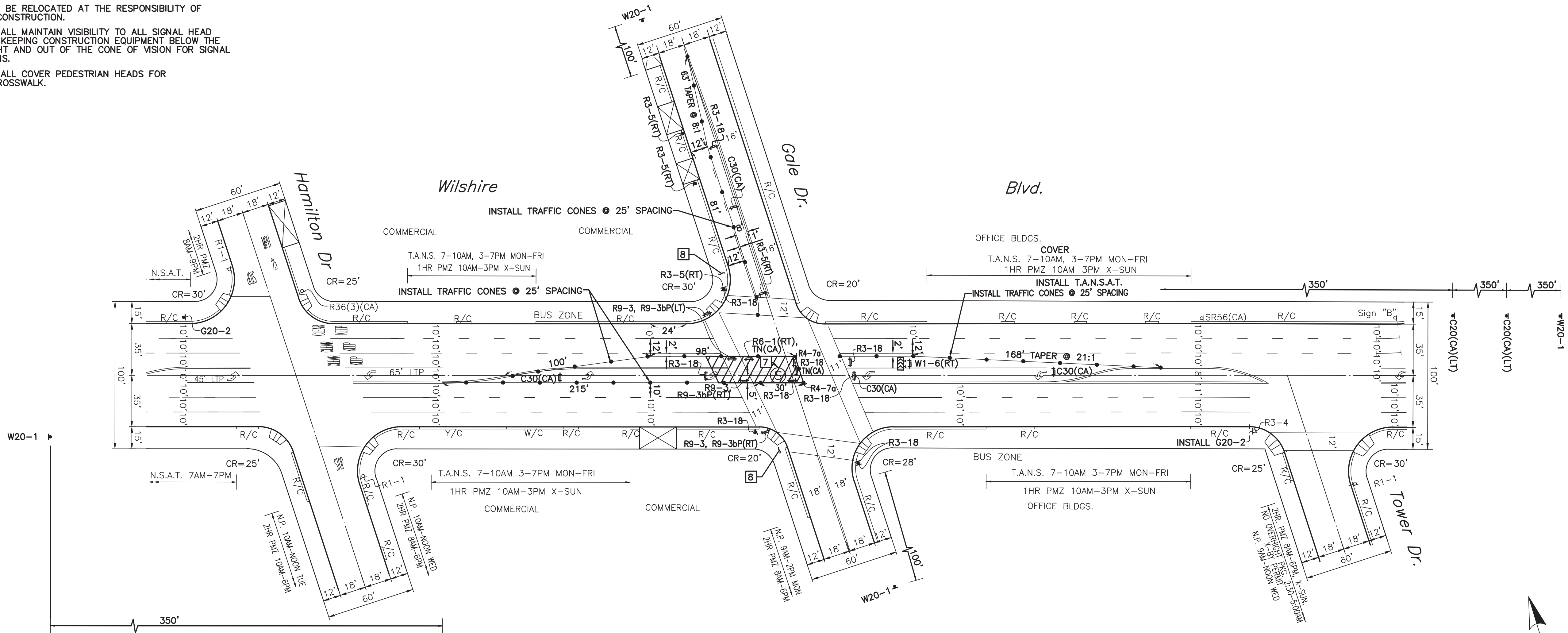
R9-3  
18" x 18"

USE CROSSWALK  
R9-3bP(RT)  
18" x 12"

USE CROSSWALK  
R9-3bP(LT)  
18" x 12"

- ADDITIONAL NOTES:**
- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
  - THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 6AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF 5 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
  - DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
  - CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
  - CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
  - BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
  - CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.
  - CONTRACTOR SHALL COVER PEDESTRIAN HEADS FOR WEST LEG OF CROSSWALK.

OVERNIGHT PARKING PROHIBITED  
IN BEVERLY HILLS  
NO PARKING  
2:30 TO 5:00 AM  
Sign "B"  
NOT TO SCALE



SCALE: 1"=40'

WTCP - LA CIENEGA STATION - TC-WT-10

DRAWN BY:  
**V&A INC.**  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

**PARSONS BRINCKERHOFF**  
777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

**DIGALERT**  
CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig

**ENGINEER PROFESSIONAL SEAL**  
FEDRO DANLO P. JORDAN  
No. C66181  
Exp. 08/30/14  
CIVIL  
STATE OF CALIFORNIA

STAMP

REVISIONS			

**CITY OF BEVERLY HILLS**  
ENGINEERING DEPARTMENT

DESIGNED BY VY	DRAWN BY VY	CHECKED BY MG II	APPROVED BY
SUBMITTED BY RCE No.			ENGINEER DATE
REVIEWED BY ASSISTANT CITY ENGINEER			DATE

Traffic Control:  
**WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
WATER STAGE 8**

P.O. No.
CIP No.
PROJECT No.
SHEET NO 10 OF 29



LANE CLOSED  
C30 (CA)  
36" x 36"

END ROAD WORK  
G20-2

R3-18  
30" x 30"

ONE WAY

R6-1(RT)  
36" x 12"  
W1-6(LT)  
48" x 24"

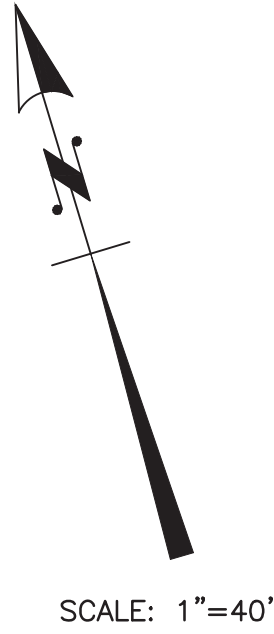
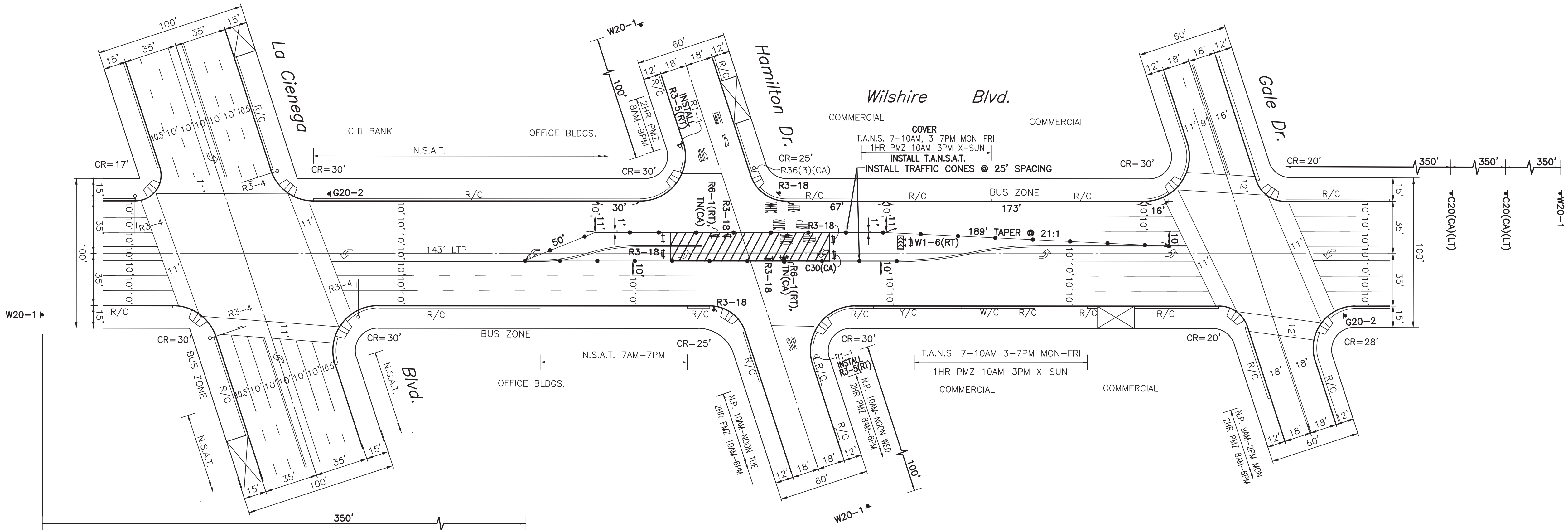
TYPE N(CA)/TN(CA)  
(ORANGE)  
18" x 18"

ROAD WORK AHEAD  
W20-1  
36" x 36"

LEFT LANE CLOSED AHEAD  
C20(CA)(LT)  
36" x 36"

ADDITIONAL NOTES:

1. REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
2. THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 6AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF 7 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
3. DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION. INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
4. CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
5. CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
6. BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.



WTCP - LA CIENEGA STATION - TC-WT-11

DRAWN BY:  
**V&A INC.**  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

**PARSONS  
BRINCKERHOFF**  
777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

**DIGALERT**  
  
CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig

STAMP

REVISIONS	

**CITY OF BEVERLY HILLS**  
ENGINEERING DEPARTMENT  
DESIGNED BY VY  
DRAWN BY VY  
CHECKED BY MG II  
APPROVED BY  
SUBMITTED BY RCE No.  
REVIEWED BY  
ASSISTANT CITY ENGINEER  
DATE

ENGINEER  
DATE

Traffic Control:  
**WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
WATER STAGE 9**

P.O. No.  
CIP No.  
PROJECT No.  
SHEET NO  
11 OF 29



LANE CLOSED

C30 (CA)  
36" x 36"

END ROAD WORK

G20-2

R3-18  
30" x 30"

ONE WAY

R6-1(RT)  
36" x 12"

W1-6(LT)

W1-6(RT)  
48" x 24"

TYPE N(CA)/TN(CA)  
(ORANGE)  
18" x 18"

ROAD WORK AHEAD

W20-1  
36" x 36"

RIGHT LANE CLOSED AHEAD

C20(CA)(RT)  
36" x 36"

W1-7  
48" x 24"

W6-3

LEFT LANE MUST TURN LEFT

R3-7(LT)  
36" x 36"

W24-1(LT)

KEEP RIGHT

R4-7a

TURNING TRAFFIC MUST YIELD TO PEDESTRIANS

R10-15

R4-7  
36" x 45"

SIDEWALK CLOSED AHEAD

CROSS HERE

R9-11(RT)

SIDEWALK CLOSED AHEAD

CROSS HERE

R9-11(LT)

**ADDITIONAL NOTES:**

- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
- THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 6AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF 7 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
- DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
- CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
- CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
- BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.

WTCP - LA CIENEGA STATION - TC-WT-12

DRAWN BY:

V&A INC.

530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

PARSONS  
BRINCKERHOFF

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

DIGALERT

CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig

REGISTERED PROFESSIONAL ENGINEER  
PEDRO DANILLO P. JEN  
No. C66181  
Exp. 08/30/14  
CIVIL  
STATE OF CALIFORNIA

STAMP

REVISIONS

NO.	DESCRIPTION	DATE

CITY OF BEVERLY HILLS

ENGINEERING DEPARTMENT

DESIGNED BY VY  
SUBMITTED BY  
REVIEWED BY  
ASSISTANT CITY ENGINEER

CHECKED BY MG II  
RCE No.  
DATE

APPROVED BY  
ENGINEER  
DATE

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
WATER STAGE 10

P.O. No.

CIP No.

PROJECT No.

SHEET NO  
12 OF 29

CADD PROJECT FILE NAME: P:\Westside Subway Extension\Design\Base\La Cienega\TC-WT-12 VT Stage 10.dwg Feb 14, 2014 4:46pm\_VYang



LANE CLOSED  
C30 (CA)  
36" x 36"

END ROAD WORK  
G20-2

R3-18  
36" x 36"

LEFT LANE MUST TURN LEFT  
R3-7(LT)  
36" x 36"

W1-6(LT)  
48" x 24"

W1-6(RT)  
48" x 24"

W12-1  
36" x 36"

ROAD WORK AHEAD  
W20-1  
36" x 36"

LEFT LANE CLOSED AHEAD  
C20(CA)(LT)  
36" x 36"

RIGHT LANE CLOSED AHEAD  
C20(CA)(CT)  
36" x 36"

TYPE N(CA)/W(CA) (ORANGE)  
18" x 18"

KEEP RIGHT  
R4-7a

R4-7  
36" x 45"

W6-3

NO TURNS  
R3-3

ONLY  
R3-5(RT)

MAY USE FULL LANE  
R4-11

ADDITIONAL NOTES:

- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
- THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 6AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF 2 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
- DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
- CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
- CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
- BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.

WILSHIRE  
WILL BE  
REDUCED

TO  
ONE LANE

XX/XX -  
XX/XX  
(TIME)

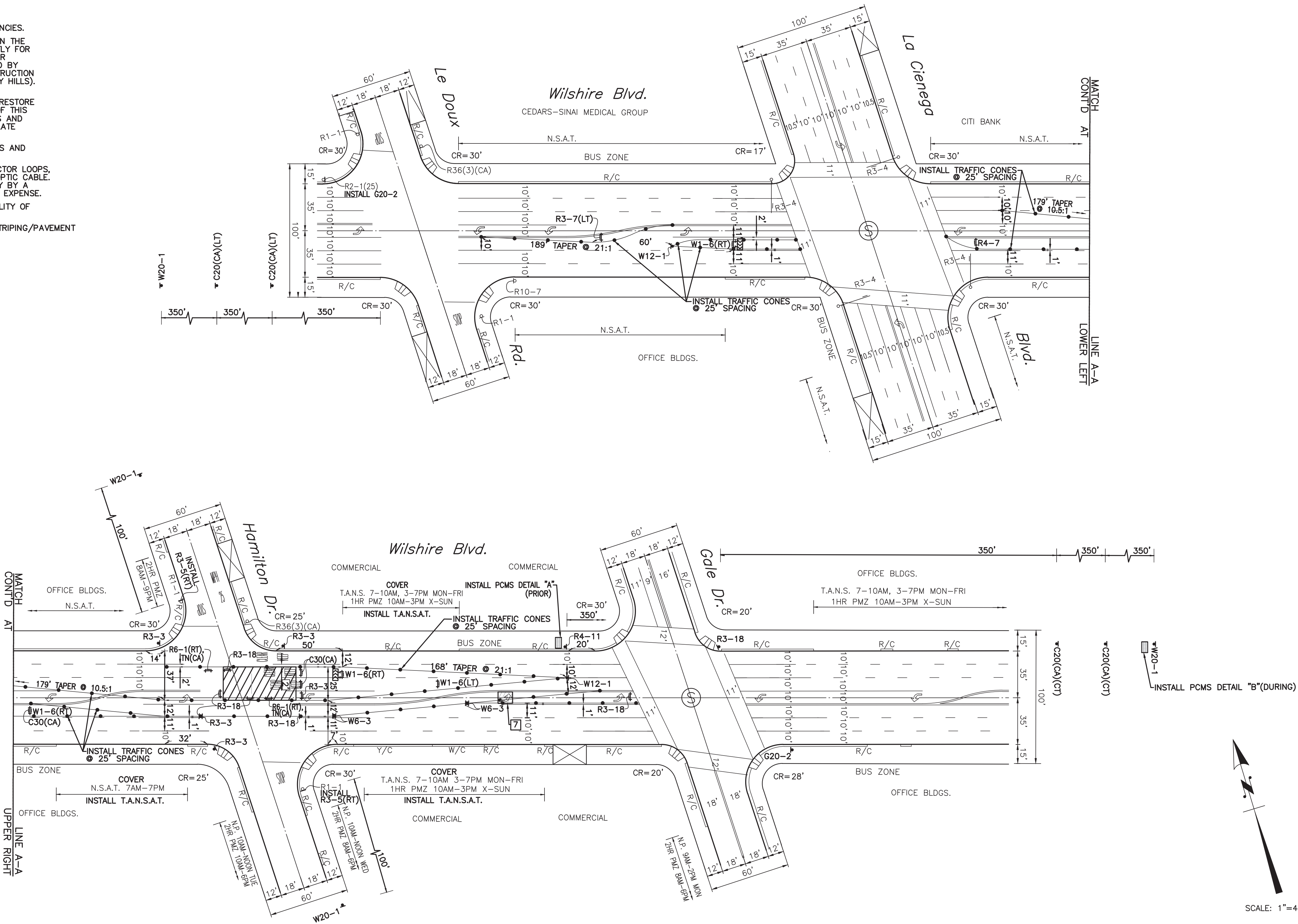
DETAIL "A"  
TO BE IN OPERATION  
ONE WEEK PRIOR  
TO CLOSURE

ONE  
LANE  
AHEAD

EXPECT  
DELAYS

USE  
ALT  
ROUTE

DETAIL "B"  
TO BE IN OPERATION  
DURING CLOSURE



DRAWN BY:  
**V&A INC.**  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

**PARSONS  
BRINCKERHOFF**  
777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

**DIGALERT**  
CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig

**ENGINEERING PROFESSIONAL SEAL**  
FERRO DANILLO P. JORDAN  
No. C66181  
Exp. 08/30/14  
CIVIL  
STATE OF CALIFORNIA

REVISIONS	

**CITY OF BEVERLY HILLS**  
ENGINEERING DEPARTMENT  
DESIGNED BY VY  
DRAWN BY VY  
CHECKED BY MG II  
APPROVED BY  
SUBMITTED BY RCE No.  
REVIEWED BY  
ASSISTANT CITY ENGINEER DATE

ENGINEER DATE

Traffic Control:  
**WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
WATER STAGE 11**

P.O. No.  
CIP No.  
PROJECT No.  
SHEET NO  
13 OF 29

WTCP - LA CIENEGA STATION - TC-WT-13

CADD PROJECT FILE NAME: P:\Westside Subway Extension\Design\Bases\La Cienega\TC-WT-13 VT Stage 11.dwg Feb 14, 2014 4:46pm\_VYtang



LANE CLOSED  
C30 (CA)  
36" x 36"

END ROAD WORK  
G20-2

R3-18  
30" x 30"

ONE WAY

R6-1(RT)  
36" x 12"

W1-6(LT)  
48" x 24"

W1-6(RT)  
48" x 24"

TYPE N(CA)/TN(CA)  
(ORANGE)  
18" x 18"

ROAD WORK AHEAD  
W20-1  
36" x 36"

LEFT LANE CLOSED AHEAD  
C20(CA)(LT)  
36" x 36"

W1-7  
48" x 24"

W6-3

LEFT LANE MUST TURN LEFT  
R3-7(LT)  
36" x 36"

KEEP RIGHT  
R4-7a

NO TURNS  
R3-3

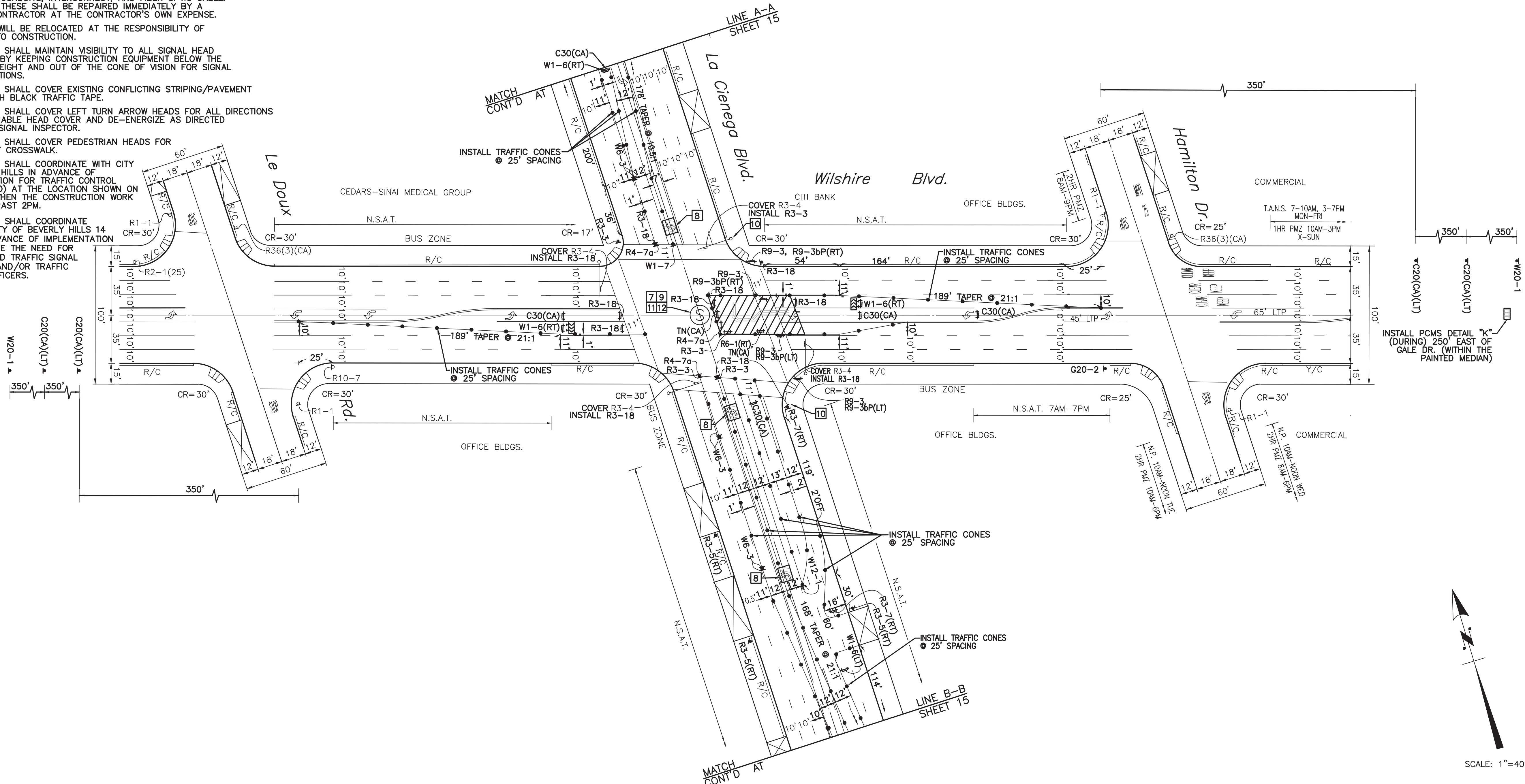
- ADDITIONAL NOTES:**
- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
  - THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8AM TO 2PM (SUNDAYS) FOR THE DURATION OF X SUNDAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS).
  - DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
  - CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
  - CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
  - BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
  - CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.
  - CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.
  - CONTRACTOR SHALL COVER LEFT TURN ARROW HEADS FOR ALL DIRECTIONS WITH DETACHABLE HEAD COVER AND DE-ENERGIZE AS DIRECTED BY TRAFFIC SIGNAL INSPECTOR.
  - CONTRACTOR SHALL COVER PEDESTRIAN HEADS FOR EAST LEG OF CROSSWALK.
  - CONTRACTOR SHALL COORDINATE WITH CITY OF BEVERLY HILLS IN ADVANCE OF IMPLEMENTATION FOR TRAFFIC CONTROL OFFICER (TCO) AT THE LOCATION SHOWN ON THIS PLAN WHEN THE CONSTRUCTION WORK CONTINUES PAST 2PM.
  - CONTRACTOR SHALL COORDINATE WITH THE CITY OF BEVERLY HILLS 14 DAYS IN ADVANCE OF IMPLEMENTATION TO DETERMINE THE NEED FOR FLASHING RED TRAFFIC SIGNAL OPERATION AND/OR TRAFFIC CONTROL OFFICERS.

LEFT  
TURN  
CLOSED

AT  
LA  
CIENEGA

DETAIL "K"

TO BE IN OPERATION  
DURING CLOSURE



DRAWN BY:  
 **V&A INC.**  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

**PARSONS  
BRINCKERHOFF**  
777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

**DIGALERT**  
  
CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig

STAMP

REVISIONS	

**CITY OF BEVERLY HILLS**  
ENGINEERING DEPARTMENT

DESIGNED BY VY  
SUBMITTED BY  
ASSISTANT CITY ENGINEER

DRAWN BY VY  
RCE No.  
DATE

CHECKED BY MG II  
APPROVED BY  
ENGINEER  
DATE

Traffic Control:  
**WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
WATER STAGE 12**

P.O. No.  
CIP No.  
PROJECT No.  
SHEET NO  
**14 OF 29**



LANE CLOSED  
C30 (CA)  
36" x 36"

END ROAD WORK  
G20-2

R3-18  
30" x 30"

R3-5(RT)

ONLY

R3-5(RT)

W1-6(LT)

W1-6(RT)

TYPE N(CA)/TN(CA)  
(ORANGE)  
18" x 18"

ROAD WORK AHEAD

W20-1  
36" x 36"

LEFT LANE CLOSED AHEAD

C20(CA)(LT)  
36" x 36"

RIGHT LANE CLOSED AHEAD

C20(CA)(RT)  
36" x 36"

W24-1(LT)

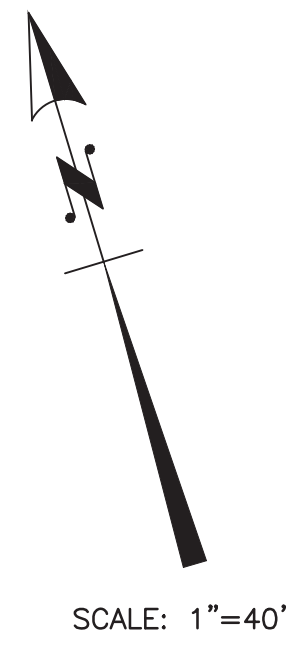
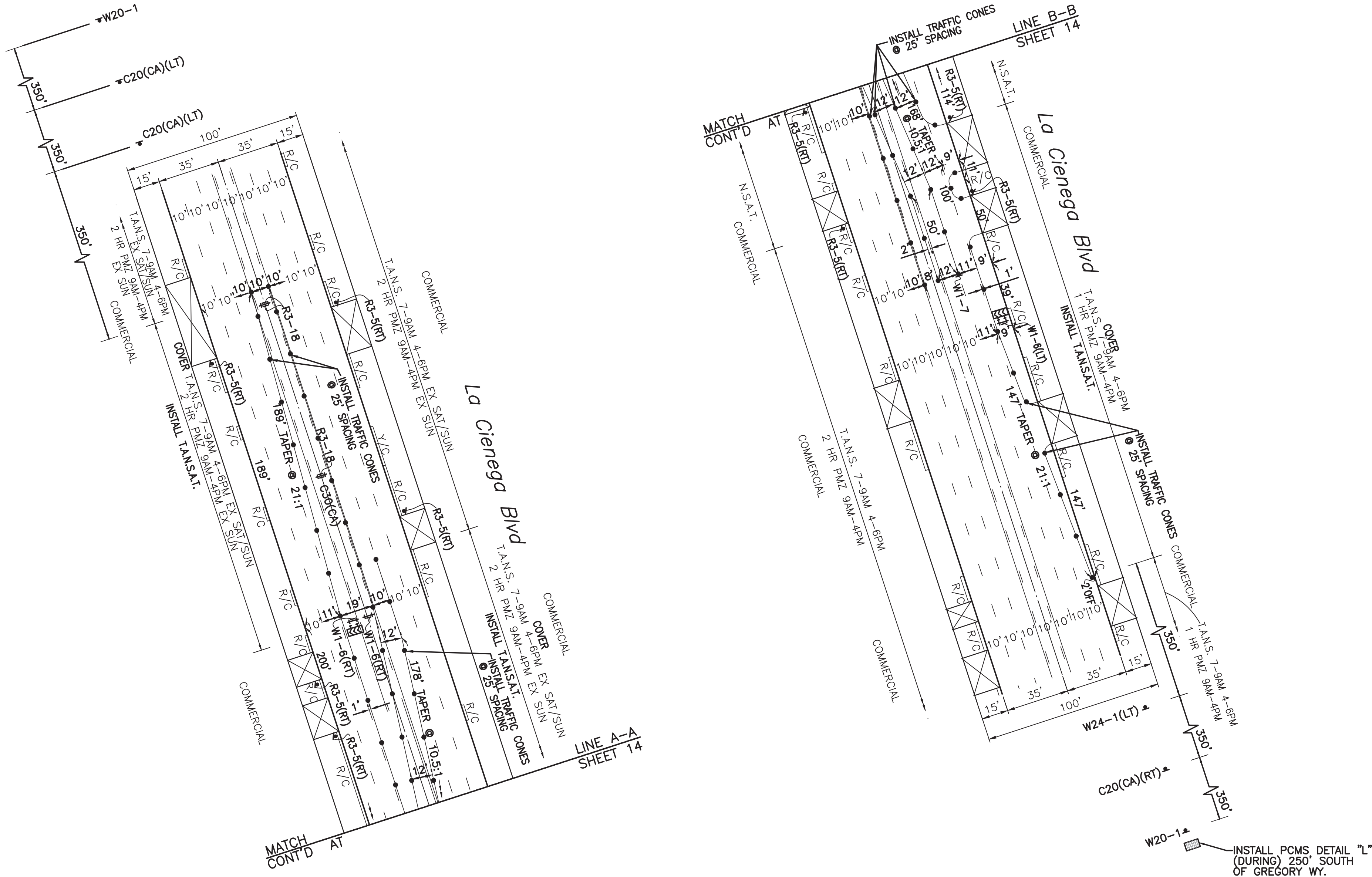
- ADDITIONAL NOTES:
- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
  - THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8AM TO 2PM (SUNDAYS) FOR THE DURATION OF 7 SUNDAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS).
  - DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
  - CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
  - CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
  - BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.

LEFT TURN CLOSED

AT WILSHIRE BLVD

DETAIL "L"

TO BE IN OPERATION DURING CLOSURE



WTCP – LA CIENEGA STATION – TC-WT-15

DRAWN BY:

V&A INC.

530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

PARSONS  
BRINCKERHOFF

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

DIGALERT

CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig

REGISTERED PROFESSIONAL ENGINEER  
PEDRO DANILLO PEREZ  
No. C66181  
Exp. 08/30/14  
CIVIL  
STATE OF CALIFORNIA

STAMP

REVISIONS


CITY OF BEVERLY HILLS

ENGINEERING DEPARTMENT

DESIGNED BY VY | DRAWN BY VY | CHECKED BY MG II | APPROVED BY

SUBMITTED BY | RCE No. |

REVIEWED BY | ENGINEER | DATE |

ASSISTANT CITY ENGINEER | DATE |

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
WATER STAGE 12

P.O No.

CIP No.

PROJECT No.

SHEET NO  
15 OF 29







END ROAD WORK

G20-2

USE CROSSWALK

R9-3b(LT)  
18" x 12"

USE CROSSWALK

R9-3b(RT)  
18" x 12"

LEFT LANE MUST TURN LEFT

R3-7(LT)  
36" x 36"

W1-6(LT)

W1-6(RT)  
48" x 24"

W12-1  
36" x 36"

ROAD WORK AHEAD

W20-1  
36" x 36"

C20(CA)(LT)  
36" x 36"

TYPE N(CA)/N(CA)  
(ORANGE)  
18" x 18"

KEEP RIGHT

R4-7a

W6-3

NO TURNS

R3-3

LANE CLOSED

C30 (CA)

W24-1(LT)

RIGHT LANE CLOSED (AHEAD)

C20(CA)(RT)  
36" x 36"

W1-7  
48" x 24"

RIGHT LANE MUST TURN RIGHT

R3-7(RT)  
36" x 36"

ONLY

R3-5(RT)

R4-7  
36" x 45"

R9-3  
18" x 18"

ADDITIONAL NOTES:

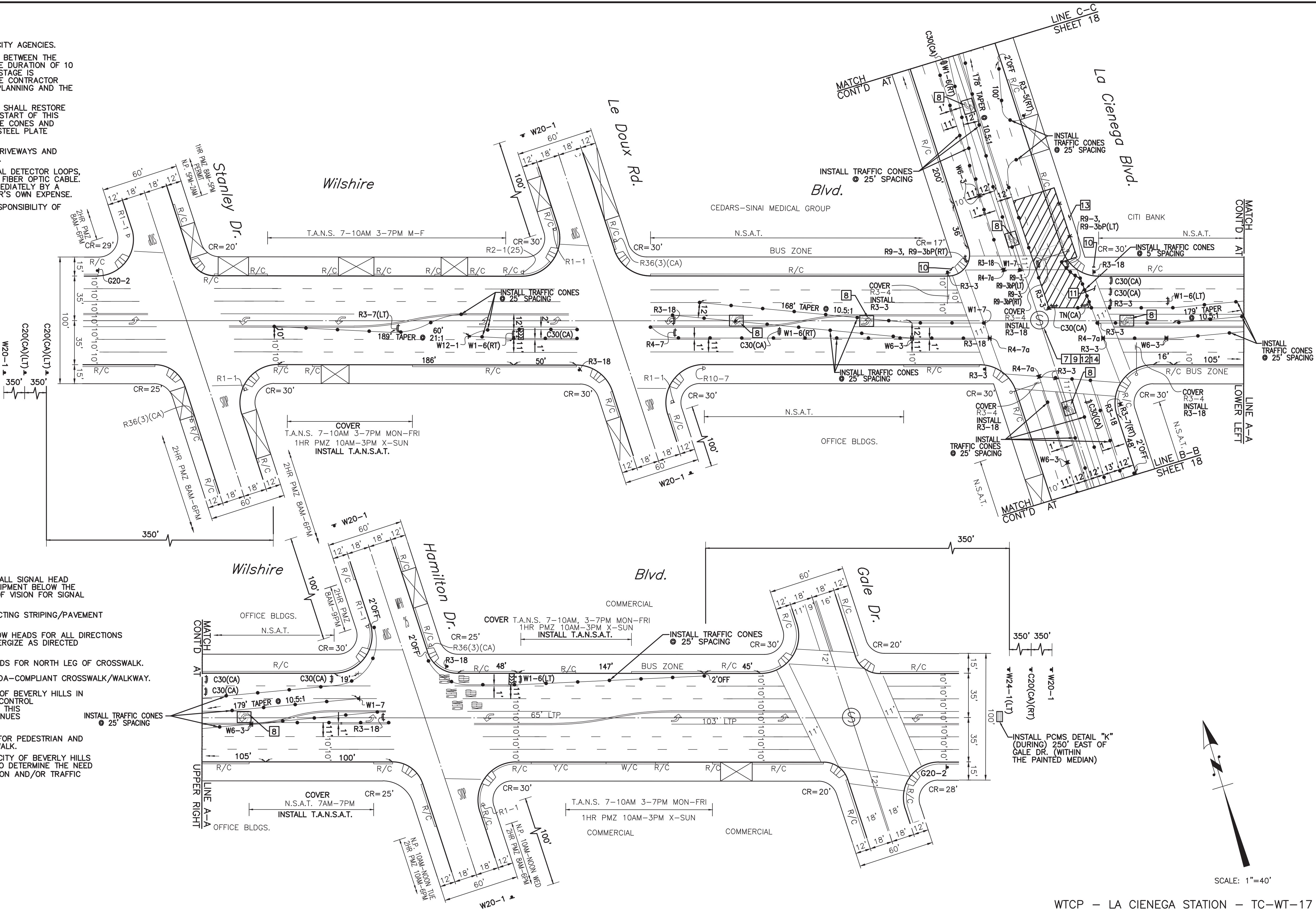
- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
- THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8AM TO 2PM (SUNDAYS) FOR THE DURATION OF 10 SUNDAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS).
- DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
- CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
- CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
- BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.

LEFT  
TURN  
CLOSED

AT  
LA  
CIENEGA

DETAIL "K"  
TO BE IN OPERATION  
DURING CLOSURE

- CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.
- CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.
- CONTRACTOR SHALL COVER LEFT TURN ARROW HEADS FOR ALL DIRECTIONS WITH DETACHABLE HEAD COVER AND DE-ENERGIZE AS DIRECTED BY TRAFFIC SIGNAL INSPECTOR.
- CONTRACTOR SHALL COVER PEDESTRIAN HEADS FOR NORTH LEG OF CROSSWALK.
- CONTRACTOR SHALL MAINTAIN 5' MINIMUM ADA-COMPLIANT CROSSWALK/WALKWAY.
- CONTRACTOR SHALL COORDINATE WITH CITY OF BEVERLY HILLS IN ADVANCE OF IMPLEMENTATION FOR TRAFFIC CONTROL OFFICER (TCO) AT THE LOCATION SHOWN ON THIS PLAN WHEN THE CONSTRUCTION WORK CONTINUES PAST 2PM.
- CONTRACTOR SHALL MAINTAIN 6' SIDEWALK FOR PEDESTRIAN AND INSTALL FENCE ALONG THE PROPOSED SIDEWALK.
- CONTRACTOR SHALL COORDINATE WITH THE CITY OF BEVERLY HILLS 14 DAYS IN ADVANCE OF IMPLEMENTATION TO DETERMINE THE NEED FOR FLASHING RED TRAFFIC SIGNAL OPERATION AND/OR TRAFFIC CONTROL OFFICERS.



DRAWN BY:



V&A INC.  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

PARSONS  
BRINCKERHOFF

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

DIGALERT



CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig



STAMP

REVISIONS

CITY OF BEVERLY HILLS

ENGINEERING DEPARTMENT

DESIGNED BY VY DRAWN BY VY CHECKED BY MG II APPROVED BY

SUBMITTED BY RCE No.

REVIEWED BY

ASSISTANT CITY ENGINEER DATE

ENGINEER

DATE

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
WATER STAGE 14

P.O. No.

CIP No.

PROJECT No.

SHEET NO

17 OF 29

WTCP - LA CIENEGA STATION - TC-WT-17

SCALE: 1"=40'



LANE CLOSED

C30 (CA)

36" x 36"

END ROAD WORK

G20-2

R3-18

30" x 30"

ONLY

R3-5(RT)

W1-6(LT)

48" x 24"

W1-6(RT)

48" x 24"

TYPE N(CA)/TN(CA)

(ORANGE)

18" x 18"

ROAD WORK AHEAD

W20-1

36" x 36"

LEFT LANE CLOSED AHEAD

C20(CA)(LT)

36" x 36"

RIGHT LANE CLOSED AHEAD

C20(CA)(RT)

36" x 36"

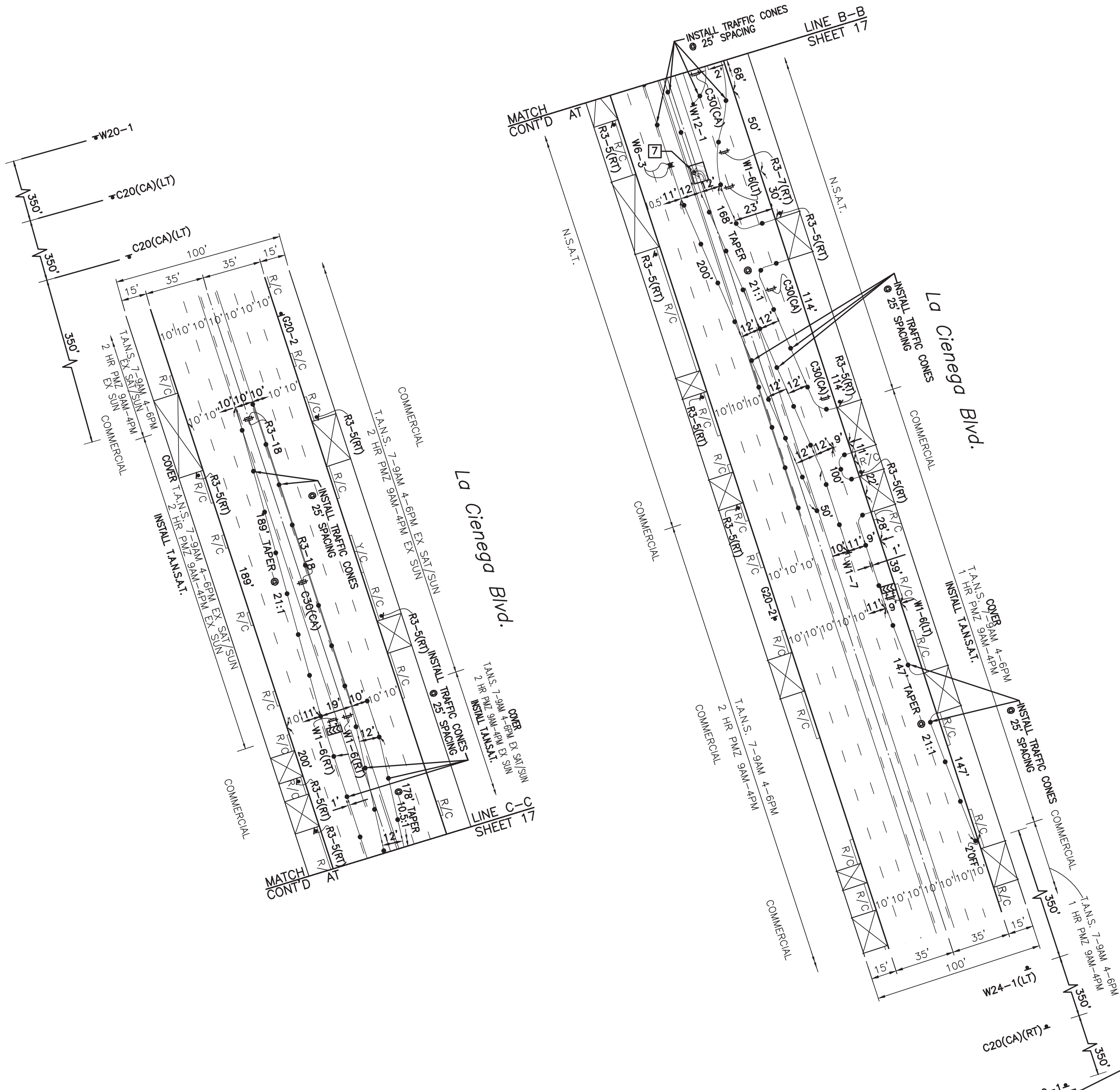
W24-1(LT)

- ADDITIONAL NOTES:
- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
  - THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8AM TO 2PM (SUNDAYS) FOR THE DURATION OF 10 SUNDAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS).
  - DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
  - CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
  - CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
  - BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
- 7 CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.

LEFT  
TURN  
CLOSED

AT  
WILSHIRE  
BLVD

DETAIL "L"  
TO BE IN OPERATION  
DURING CLOSURE



INSTALL PCMS DETAIL "L"  
(DURING) 250' SOUTH  
OF GREGORY WY.

SCALE: 1"=40'

WTCP - LA CIENEGA STATION - TC-WT-18

DRAWN BY:



V&A INC.  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

PARSONS  
BRINCKERHOFF

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

DIGALERT



CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig



STAMP

REVISIONS

<b>CITY OF BEVERLY HILLS</b> ENGINEERING DEPARTMENT			
DESIGNED BY VY	DRAWN BY VY	CHECKED BY MG II	APPROVED BY
SUBMITTED BY RCE No.			ENGINEER
REVIEWED BY			DATE
ASSISTANT CITY ENGINEER			DATE

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
WATER STAGE 14

P.O. No.

CIP No.

PROJECT No.

SHEET NO

18 OF 29



**ADDITIONAL NOTES:**

REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.

THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8AM TO 2PM (SUNDAYS) FOR THE DURATION OF 4 SUNDAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS).

DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.

CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.

CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.

BUS STOPS MAY BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.

CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.

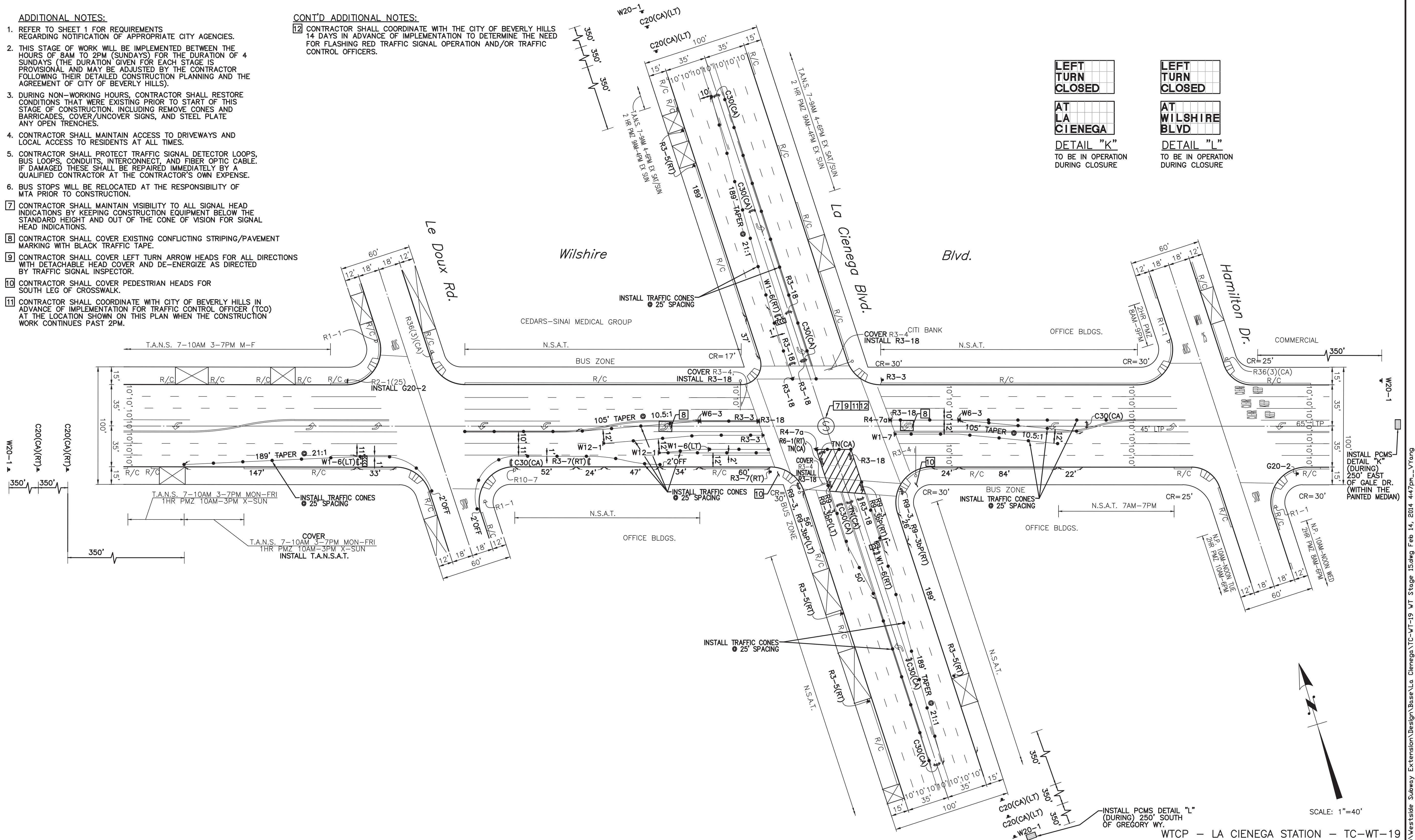
CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.

CONTRACTOR SHALL COVER LEFT TURN ARROW HEADS FOR ALL DIRECTIONS WITH DETACHABLE HEAD COVER AND DE-ENERGIZE AS DIRECTED BY TRAFFIC SIGNAL INSPECTOR.

CONTRACTOR SHALL COVER PEDESTRIAN HEADS FOR SOUTH LEG OF CROSSWALK.

CONTRACTOR SHALL COORDINATE WITH CITY OF BEVERLY HILLS IN ADVANCE OF IMPLEMENTATION FOR TRAFFIC CONTROL OFFICER (TCO) AT THE LOCATION SHOWN ON THIS PLAN WHEN THE CONSTRUCTION WORK CONTINUES PAST 2PM.

The diagram illustrates the proposed traffic control for the intersection of Detail "K" and Detail "L". It shows two sets of signs, one for each detail. Each set consists of a "LEFT TURN CLOSED" sign and a "WILSHIRE BLVD" sign. Below the signs, text indicates "TO BE IN OPERATION DURING CLOSURE".



SCALE: 1"=40'

WTCP - LA CIENEGA STATION - TC-WT-19



**PARSONS  
BRINCKERHOFF**

**DIGALERT**



REGISTERED PROFESSIONAL ENGINEER  
 PEDRO DANILOR P. PELEN  
 No. C55121  
 Exp. 06/30/14  
 CIVIL  
 STATE OF CALIFORNIA

## REVISIONS


# CITY OF BEVERLY HILLS

DESIGNED BY VY	DRAWN BY VY	CHECKED BY MG II	APPROVED BY
-------------------	----------------	---------------------	-------------

SUBMITTED BY \_\_\_\_\_ RCE No. \_\_\_\_\_

REVIEWED BY \_\_\_\_\_

ASSISTANT CITY ENGINEER      DATE

ENGINEER	DATE
----------	------

\_\_\_\_\_

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
WATER STAGE 15

P.O No.



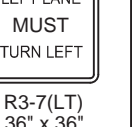








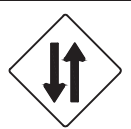






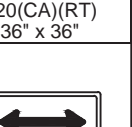
CIP No.

PROJECT No.

SHEET NO

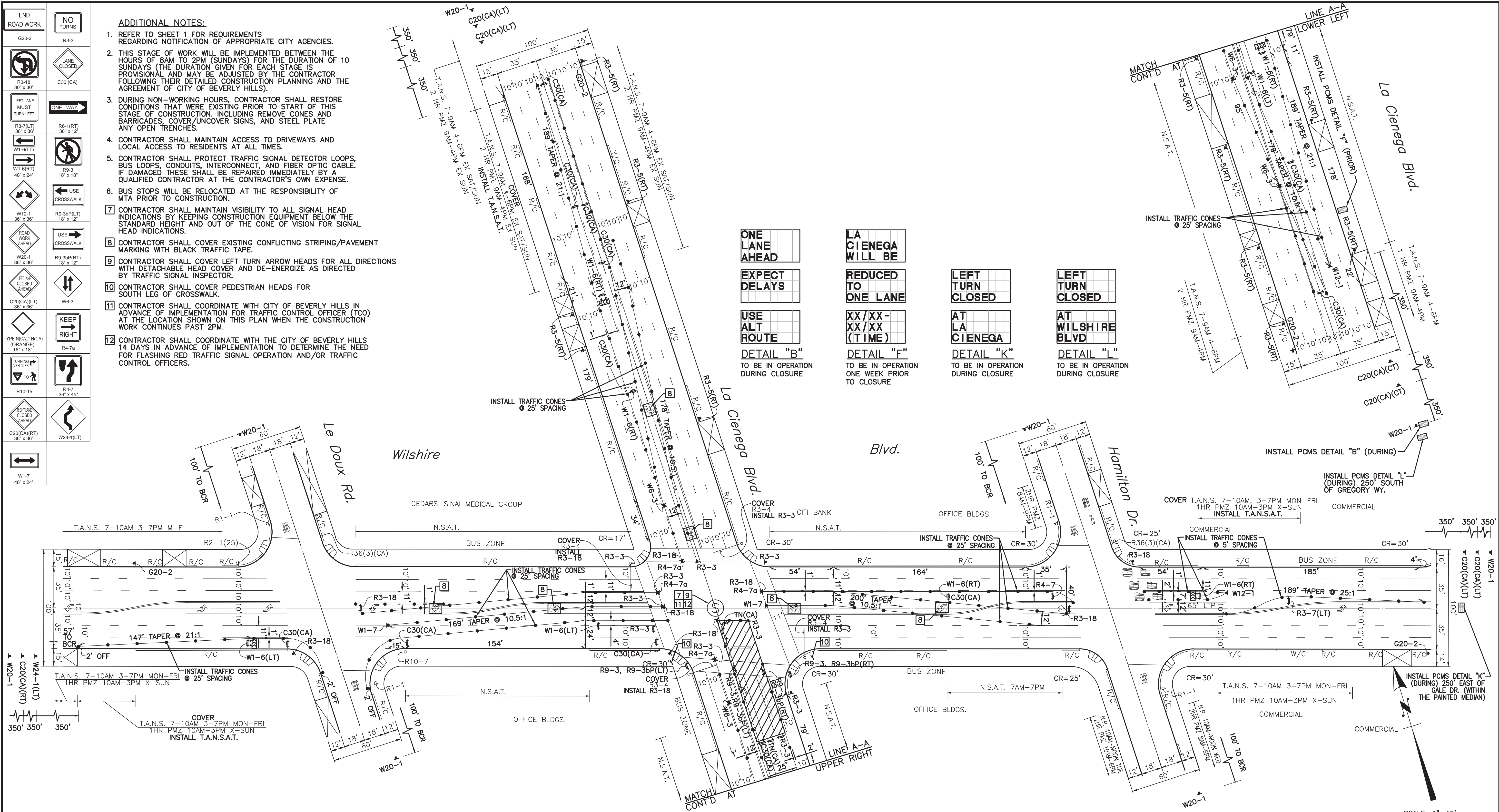
19 OF 29



END ROAD WORK G20-2	NO TURNS R3-3
 R3-18 30" x 30"	 C30 (CA)
 R3-7(LT) 36" x 36"	 R6-1(RT) 36" x 12"
 W1-6(LT) 48" x 24"	 R9-3 18" x 18"
 W12-1 36" x 36"	 R9-3bP(LT) 18" x 12"
 W20-1 36" x 36"	 R9-3bP(RT) 18" x 12"
 C20(CA)(LT) 36" x 36"	 W6-3
 TYPE NCA(TN)(CA) (ORANGE) 18" x 18"	 R4-7a
 R10-15	 R4-7 36" x 45"
 C20(CA)(RT) 36" x 36"	 W24-1(LT)
 W1-7 48" x 24"	

ADDITIONAL NOTES:

- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
- THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8AM TO 2PM (SUNDAYS) FOR THE DURATION OF 10 SUNDAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS).
- DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
- CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
- CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
- BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.
- CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.
- CONTRACTOR SHALL COVER LEFT TURN ARROW HEADS FOR ALL DIRECTIONS WITH DETACHABLE HEAD COVER AND DE-ENERGIZE AS DIRECTED BY TRAFFIC SIGNAL INSPECTOR.
- CONTRACTOR SHALL COVER PEDESTRIAN HEADS FOR SOUTH LEG OF CROSSWALK.
- CONTRACTOR SHALL COORDINATE WITH CITY OF BEVERLY HILLS IN ADVANCE OF IMPLEMENTATION FOR TRAFFIC CONTROL OFFICER (TCO) AT THE LOCATION SHOWN ON THIS PLAN WHEN THE CONSTRUCTION WORK CONTINUES PAST 2PM.
- CONTRACTOR SHALL COORDINATE WITH THE CITY OF BEVERLY HILLS 14 DAYS IN ADVANCE OF IMPLEMENTATION TO DETERMINE THE NEED FOR FLASHING RED TRAFFIC SIGNAL OPERATION AND/OR TRAFFIC CONTROL OFFICERS.



WTCP - LA CIENEGA STATION - TC-WT-20

DRAWN BY:



**V&A INC.**  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

**PARSONS  
BRINCKERHOFF**

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

**DIGALERT**



CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig



STAMP

REVISIONS

<b>CITY OF BEVERLY HILLS</b> ENGINEERING DEPARTMENT			
DESIGNED BY VY	DRAWN BY VY	CHECKED BY MG II	APPROVED BY
SUBMITTED BY RCE No.		ENGINEER DATE	
REVIEWED BY		DATE	
ASSISTANT CITY ENGINEER		DATE	

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
WATER STAGE 16

P.O. No.

CIP No.

PROJECT No.

SHEET NO

20 OF 29







LANE CLOSED

C30 (CA)  
36" x 36"

END ROAD WORK

G20-2

R3-18  
36" x 30"

LEFT LANE MUST TURN LEFT

R3-7(LT)  
36" x 36"

W1-6(LT)  
48" x 24"

W1-6(RT)  
48" x 24"

W12-1  
36" x 36"

ROAD WORK AHEAD

W20-1  
36" x 36"

LEFT LANE CLOSED AHEAD

C20(CA)(LT)  
36" x 36"

RIGHT LANE CLOSED AHEAD

C20(CA)(RT)  
36" x 36"

TYPE N(CA)(TN)(CA)  
(ORANGE)  
18" x 18"

R4-7  
36" x 45"

W6-3

NO TURNS

R3-3

ONLY

R3-5(RT)

RIGHT LANE MUST TURN RIGHT

R3-7(RT)  
36" x 36"

KEEP RIGHT

R4-7a

ADDITIONAL NOTES:

1. REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.

2. THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 6AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF 14 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.

3. DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.

4. CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.

5. CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.

6. BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.

7. CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.

8. CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.

9. CONTRACTOR SHALL MAINTAIN 5' MINIMUM ADA-COMPLIANT CROSSWALK/WALKWAY.

10. CONTRACTOR SHALL COORDINATE WITH THE CITY OF BEVERLY HILLS 14 DAYS IN ADVANCE OF IMPLEMENTATION TO DETERMINE THE NEED FOR FLASHING RED TRAFFIC SIGNAL OPERATION AND/OR TRAFFIC CONTROL OFFICERS.

LEFT  
TURN  
CLOSED

AT  
LA  
CIENEGA

DETAIL "K"  
TO BE IN OPERATION  
DURING CLOSURE

The diagram is a detailed construction plan for the Westside Subway Extension Project, specifically for the relocation of the La Cienega Station during Water Stage 18. It shows the intersection of Wilshire Blvd, La Cienega Blvd, and Hamilton Dr. Key features include:   
- **Wilshire Blvd:** Running horizontally across the middle, with a bus zone and various traffic signal details (R3-18, R3-7, R3-3, R3-4, R3-5, R3-6, R3-7a, R3-8, R3-9, R3-10, R3-11, R3-12, R3-13, R3-14, R3-15, R3-16, R3-17, R3-18, R3-19, R3-20, R3-21, R3-22, R3-23, R3-24, R3-25, R3-26, R3-27, R3-28, R3-29, R3-30, R3-31, R3-32, R3-33, R3-34, R3-35, R3-36, R3-37, R3-38, R3-39, R3-40, R3-41, R3-42, R3-43, R3-44, R3-45, R3-46, R3-47, R3-48, R3-49, R3-50, R3-51, R3-52, R3-53, R3-54, R3-55, R3-56, R3-57, R3-58, R3-59, R3-60, R3-61, R3-62, R3-63, R3-64, R3-65, R3-66, R3-67, R3-68, R3-69, R3-70, R3-71, R3-72, R3-73, R3-74, R3-75, R3-76, R3-77, R3-78, R3-79, R3-80, R3-81, R3-82, R3-83, R3-84, R3-85, R3-86, R3-87, R3-88, R3-89, R3-90, R3-91, R3-92, R3-93, R3-94, R3-95, R3-96, R3-97, R3-98, R3-99, R3-100, R3-101, R3-102, R3-103, R3-104, R3-105, R3-106, R3-107, R3-108, R3-109, R3-110, R3-111, R3-112, R3-113, R3-114, R3-115, R3-116, R3-117, R3-118, R3-119, R3-120, R3-121, R3-122, R3-123, R3-124, R3-125, R3-126, R3-127, R3-128, R3-129, R3-130, R3-131, R3-132, R3-133, R3-134, R3-135, R3-136, R3-137, R3-138, R3-139, R3-140, R3-141, R3-142, R3-143, R3-144, R3-145, R3-146, R3-147, R3-148, R3-149, R3-150, R3-151, R3-152, R3-153, R3-154, R3-155, R3-156, R3-157, R3-158, R3-159, R3-160, R3-161, R3-162, R3-163, R3-164, R3-165, R3-166, R3-167, R3-168, R3-169, R3-170, R3-171, R3-172, R3-173, R3-174, R3-175, R3-176, R3-177, R3-178, R3-179, R3-180, R3-181, R3-182, R3-183, R3-184, R3-185, R3-186, R3-187, R3-188, R3-189, R3-190, R3-191, R3-192, R3-193, R3-194, R3-195, R3-196, R3-197, R3-198, R3-199, R3-200, R3-201, R3-202, R3-203, R3-204, R3-205, R3-206, R3-207, R3-208, R3-209, R3-210, R3-211, R3-212, R3-213, R3-214, R3-215, R3-216, R3-217, R3-218, R3-219, R3-220, R3-221, R3-222, R3-223, R3-224, R3-225, R3-226, R3-227, R3-228, R3-229, R3-230, R3-231, R3-232, R3-233, R3-234, R3-235, R3-236, R3-237, R3-238, R3-239, R3-240, R3-241, R3-242, R3-243, R3-244, R3-245, R3-246, R3-247, R3-248, R3-249, R3-250, R3-251, R3-252, R3-253, R3-254, R3-255, R3-256, R3-257, R3-258, R3-259, R3-260, R3-261, R3-262, R3-263, R3-264, R3-265, R3-266, R3-267, R3-268, R3-269, R3-270, R3-271, R3-272, R3-273, R3-274, R3-275, R3-276, R3-277, R3-278, R3-279, R3-280, R3-281, R3-282, R3-283, R3-284, R3-285, R3-286, R3-287, R3-288, R3-289, R3-290, R3-291, R3-292, R3-293, R3-294, R3-295, R3-296, R3-297, R3-298, R3-299, R3-300, R3-301, R3-302, R3-303, R3-304, R3-305, R3-306, R3-307, R3-308, R3-309, R3-310, R3-311, R3-312, R3-313, R3-314, R3-315, R3-316, R3-317, R3-318, R3-319, R3-320, R3-321, R3-322, R3-323, R3-324, R3-325, R3-326, R3-327, R3-328, R3-329, R3-330, R3-331, R3-332, R3-333, R3-334, R3-335, R3-336, R3-337, R3-338, R3-339, R3-340, R3-341, R3-342, R3-343, R3-344, R3-345, R3-346, R3-347, R3-348, R3-349, R3-350, R3-351, R3-352, R3-353, R3-354, R3-355, R3-356, R3-357, R3-358, R3-359, R3-360, R3-361, R3-362, R3-363, R3-364, R3-365, R3-366, R3-367, R3-368, R3-369, R3-370, R3-371, R3-372, R3-373, R3-374, R3-375, R3-376, R3-377, R3-378, R3-379, R3-380, R3-381, R3-382, R3-383, R3-384, R3-385, R3-386, R3-387, R3-388, R3-389, R3-390, R3-391, R3-392, R3-393, R3-394, R3-395, R3-396, R3-397, R3-398, R3-399, R3-400, R3-401, R3-402, R3-403, R3-404, R3-405, R3-406, R3-407, R3-408, R3-409, R3-410, R3-411, R3-412, R3-413, R3-414, R3-415, R3-416, R3-417, R3-418, R3-419, R3-420, R3-421, R3-422, R3-423, R3-424, R3-425, R3-426, R3-427, R3-428, R3-429, R3-430, R3-431, R3-432, R3-433, R3-434, R3-435, R3-436, R3-437, R3-438, R3-439, R3-440, R3-441, R3-442, R3-443, R3-444, R3-445, R3-446, R3-447, R3-448, R3-449, R3-450, R3-451, R3-452, R3-453, R3-454, R3-455, R3-456, R3-457, R3-458, R3-459, R3-460, R3-461, R3-462, R3-463, R3-464, R3-465, R3-466, R3-467, R3-468, R3-469, R3-470, R3-471, R3-472, R3-473, R3-474, R3-475, R3-476, R3-477, R3-478, R3-479, R3-480, R3-481, R3-482, R3-483, R3-484, R3-485, R3-486, R3-487, R3-488, R3-489, R3-490, R3-491, R3-492, R3-493, R3-494, R3-495, R3-496, R3-497, R3-498, R3-499, R3-500, R3-501, R3-502, R3-503, R3-504, R3-505, R3-506, R3-507, R3-508, R3-509, R3-510, R3-511, R3-512, R3-513, R3-514, R3-515, R3-516, R3-517, R3-518, R3-519, R3-520, R3-521, R3-522, R3-523, R3-524, R3-525, R3-526, R3-527, R3-528, R3-529, R3-530, R3-531, R3-532, R3-533, R3-534, R3-535, R3-536, R3-537, R3-538, R3-539, R3-540, R3-541, R3-542, R3-543, R3-544, R3-545, R3-546, R3-547, R3-548, R3-549, R3-550, R3-551, R3-552, R3-553, R3-554, R3-555, R3-556, R3-557, R3-558, R3-559, R3-560, R3-561, R3-562, R3-563, R3-564, R3-565, R3-566, R3-567, R3-568, R3-569, R3-570, R3-571, R3-572, R3-573, R3-574, R3-575, R3-576, R3-577, R3-578, R3-579, R3-580, R3-581, R3-582, R3-583, R3-584, R3-585, R3-586, R3-587, R3-588, R3-589, R3-590, R3-591, R3-592, R3-593, R3-594, R3-595, R3-596, R3-597, R3-598, R3-599, R3-600, R3-601, R3-602, R3-603, R3-604, R3-605, R3-606, R3-607, R3-608, R3-609, R3-610, R3-611, R3-612, R3-613, R3-614, R3-615, R3-616, R3-617, R3-618, R3-619, R3-620, R3-621, R3-622, R3-623, R3-624, R3-625, R3-626, R3-627, R3-628, R3-629, R3-630, R3-631, R3-632, R3-633, R3-634, R3-635, R3-636, R3-637, R3-638, R3-639, R3-640, R3-641, R3-642, R3-643, R3-644, R3-645, R3-646, R3-647, R3-648, R3-649, R3-650, R3-651, R3-652, R3-653, R3-654, R3-655, R3-656, R3-657, R3-658, R3-659, R3-660, R3-661, R3-662, R3-663, R3-664, R3-665, R3-666, R3-667, R3-668, R3-669, R3-670, R3-671, R3-672, R3-673, R3-674, R3-675, R3-676, R3-677, R3-678, R3-679, R3-680, R3-681, R3-682, R3-683, R3-684, R3-685, R3-686, R3-687, R3-688, R3-689, R3-690, R3-691, R3-692, R3-693, R3-694, R3-695, R3-696, R3-697, R3-698, R3-699, R3-700, R3-701, R3-702, R3-703, R3-704, R3-705, R3-706, R3-707, R3-708, R3-709, R3-710, R3-711, R3-712, R3-713, R3-714, R3-715, R3-716, R3-717, R3-718, R3-719, R3-720, R3-721, R3-722, R3-723, R3-724, R3-725, R3-726, R3-727, R3-728, R3-729, R3-730, R3-731, R3-732, R3-733, R3-734, R3-735, R3-736, R3-737, R3-738, R3-739, R3-740, R3-741, R3-742, R3-743, R3-744, R3-745, R3-746, R3-747, R3-748, R3-749, R3-750, R3-751, R3-752, R3-753, R3-754, R3-755, R3-756, R3-757, R3-758, R3-759, R3-760, R3-761, R3-762, R3-763, R3-764, R3-765, R3-766, R3-767, R3-768, R3-769, R3-770, R3-771, R3-772, R3-773, R3-774, R3-775, R3-776, R3-777, R3-778, R3-779, R3-780, R3-781, R3-782, R3-783, R3-784, R3-785, R3-786, R3-787, R3-788, R3-789, R3-790, R3-791, R3-792, R3-793, R3-794, R3-795, R3-796, R3-797, R3-798, R3-799, R3-800, R3-801, R3-802, R3-803, R3-804, R3-805, R3-806, R3-807, R3-808, R3-809, R3-810, R3-811, R3-812, R3-813, R3-814, R3-815, R3-816, R3-817, R3-818, R3-819, R3-820, R3-821, R3-822, R3-823, R3-824, R3-825, R3-826, R3-827, R3-828, R3-829, R3-830, R3-831, R3-832, R3-833, R3-834, R3-835, R3-836, R3-837, R3-838, R3-839, R3-840, R3-841, R3-842, R3-843, R3-844, R3-845, R3-846, R3-847, R3-848, R3-849, R3-850, R3-851, R3-852, R3-853, R3-854, R3-855, R3-856, R3-857, R3-858, R3-859, R3-860, R3-861, R3-862, R3-863, R3-864, R3-865, R3-866, R3-867, R3-868, R3-869, R3-870, R3-871, R3-872, R3-873, R3-874, R3-875, R3-876, R3-877, R3-878, R3-879, R3-880, R3-881, R3-882, R3-883, R3-884, R3-885, R3-886, R3-887, R3-888, R3-889, R3-890, R3-891, R3-892, R3-893, R3-894, R3-895, R3-896, R3-897, R3-898, R3-899, R3-900, R3-901, R3-902, R3-903, R3-904, R3-905, R3-906, R3-907, R3-908, R3-909, R3-910, R3-911, R3-912, R3-913, R3-914, R3-915, R3-916, R3-917, R3-918, R3-919, R3-920, R3-921, R3-922, R3-923, R3-924, R3-925, R3-926, R3-927, R3-928, R3-929, R3-930, R3-931, R3-932, R3-933, R3-934, R3-935, R3-936, R3-937, R3-938, R3-939, R3-940, R3-941, R3-942, R3-943, R3-944, R3-945, R3-946, R3-947, R3-948, R3-949, R3-950, R3-951, R3-952, R3-953, R3-954, R3-955, R3-956, R3-957, R3-958, R3-959, R3-960, R3-961, R3-962, R3-963, R3-964, R3-965, R3-966, R3-967, R3-968, R3-969, R3-970, R3-971, R3-972, R3-973, R3-974, R3-975, R3-976, R3-977, R3-978, R3-979, R3-980, R3-981, R3-982, R3-983, R3-984, R3-985, R3-986, R3-987, R3-988, R3-989, R3-990, R3-991, R3-992, R3-993, R3-994, R3-995, R3-996, R3-997, R3-998, R3-999, R4-000, R4-001, R4-002, R4-003, R4-004, R4-005, R4-006, R4-007, R4-008, R4-009, R4-010, R4-011, R4-012, R4-013, R4-014, R4-015, R4-016, R4-017, R4-018, R4-019, R4-020, R4-021, R4-022, R4-023, R4-024, R4-025, R4-026, R4-027, R4-028, R4-029, R4-030, R4-031, R4-032, R4-033, R4-034, R4-035, R4-036, R4-037, R4-038, R4-039, R4-040, R4-041, R4-042, R4-043, R4-044, R4-045, R4-046, R4-047, R4-048, R4-049, R4-050, R4-051, R4-052, R4-053, R4-054, R4-055, R4-056, R4-057, R4-058, R4-059, R4-060, R4-061, R4-062, R4-063, R4-064, R4-065, R4-066, R4-067, R4-068, R4-069, R4-070, R4-071, R4-072, R4-073, R4-074, R4-075, R4-076, R4-077, R4-078, R4-079, R4-080, R4-081, R4-082, R4-083, R4-084, R4-085, R4-086, R4-087, R4-088, R4-089, R4-090, R4-091, R4-092, R4-093, R4-094, R4-095, R4-096, R4-097, R4-098, R4-099, R4-100, R4-101, R4-102, R4-103, R4-104, R4-105, R4-106, R4-107, R4-108, R4-109, R4-110, R4-111, R4-112, R4-113, R4-114, R4-115, R4-116, R4-117, R4-118, R4-119, R4-120, R4-121, R4-122, R4-123, R4-124, R4-125, R4-126, R4-127, R4-128, R4-129, R4-130, R4-131, R4-132, R4-133, R4-134, R4-135, R4-136, R4-137, R4-138, R4-139, R4-140, R4-141, R4-142, R4-143, R4-144, R4-145, R4-146, R4-147, R4-148, R4-149, R4-150, R4-151, R4-152, R4-153, R4-154, R4-155, R4-156, R4-157, R4-158, R4-159, R4-160, R4-161, R4-162, R4-163, R4-164, R4-165, R4-166, R4-167, R4-168, R4-169, R4-170, R4-171, R4-172, R4-173, R4-174, R4-175, R4-176, R4-177, R4-178, R4-179, R4-180, R4-181, R4-182, R4-183, R4-184, R4-185, R4-186, R4-187, R4-188, R4-189, R4-190, R4-191, R4-192, R4-193, R4-194, R4-195, R4-196, R4-197, R4-198, R4-199, R4-200, R4-201, R4-202, R4-203, R4-204, R4-205, R4-206, R4-207, R4-208, R4-209, R4-210, R4-211, R4-212, R4-213, R4-214, R4-215, R4-216, R4-217, R4-218, R4-219, R4-220, R4-221, R4-222, R4-223, R4-224, R4-225, R4-226, R4-227, R4-228, R4-229, R4-230, R4-231, R4-232, R4-233, R4-234, R4-235, R4-236, R4-237, R4-238, R4-239, R4-240, R4-241, R4-242, R4-243, R4-244, R4-245, R4-246, R4-247, R4-248, R4-249, R4-250, R4-251, R4-252, R4-253, R4-254, R4-255, R4-256, R4-257, R4-258, R4-259, R4-260, R4-261, R4-262, R4-263, R4-264, R4-265, R4-266, R4-267, R4-268, R4-269, R4-270, R4-271, R4-272, R4-273, R4-274, R4-275, R4-276, R4-277, R4-278, R4-279, R4-280, R4-281, R4-282, R4-283, R4-284, R4-285, R4-286, R4-287, R4-288, R4-289, R4-290, R4-291, R4-292, R4-293, R4-294, R4-295, R4-296, R4-297, R4-298, R4-299, R4-300, R4-301, R4-302, R4-303, R4-304, R4-305, R4-306, R4-307, R4-308, R4-309, R4-310, R4-311, R4-312, R4-313, R4-314, R4-315, R4-316, R4-317, R4-318, R4-319, R4-320, R4-321, R4-322, R4-323, R4-324, R4-325, R4-326, R4-327, R4-328, R4-329, R4-330, R4-331, R4-332, R4-333, R4-334, R4-335, R4-336, R4-337, R4-338, R4-339, R4-340, R4-341, R4-342, R4-343, R4-344, R4-345, R4-346, R4-347, R4-348, R4-349, R4-350, R4-351, R4-352, R4-353, R4-354, R4-355, R4-356, R4-357, R4-358, R4-359, R4-360, R4-361, R4-362, R4-363, R4-364, R4-365, R4-366, R4-367, R4-368, R4-369, R4-370, R4-371, R4-372, R4-373, R4-374, R4-375, R4-376, R4-377, R4-378, R4-379, R4-380, R4-381, R4-382, R4-383, R4-384, R4-385, R4-386, R4-387, R4-388, R4-389, R4-390, R4-391, R4-392, R4-393, R4-394, R4-395, R4-396, R4-397, R4-398, R4-399, R4-400, R4-401, R4-402, R4-403, R4-404, R4-405, R4-406, R4-407, R4-408, R4-409, R4-410, R4-411, R4-412, R4-413, R4-414, R4-415, R4-416, R4-417, R4-418, R4-419, R4-420, R4-421, R4-422, R4-423, R4-424, R4-425, R4-426, R4-427, R4-428, R4-429, R4-430, R4-431, R4-432, R4-433, R4-434, R4-435, R4-436, R4-437, R4-438, R4-439, R4-440, R4-441, R4-442, R4-443, R4-444, R4-445, R4-446, R4-447, R4-448, R4-449, R4-450, R4-451, R4-452, R4-453, R4-454, R4-455, R4-456, R4-457, R4-458, R4-459, R4-460, R4-461, R4-462, R4-463, R4-464, R4-465, R4-466, R4-467, R4-468, R4-469, R4-470, R4-471, R4-472, R4-473, R4-474, R4-475, R4-476, R4-477, R4-478, R4-479, R4-480, R4-481, R4-482, R4-483, R4-484, R4-485, R4-486, R4-487, R4-488, R4-489, R4-490, R4-491, R4-492, R4-493, R4-494, R4-495, R4-496, R4-497, R4-498, R4-499, R4-500, R4-501, R4-502, R4-503, R4-504, R4-505, R4-506, R4-507, R4-508, R4-509, R4-510, R4-511, R4-512, R4-513, R4-514, R4-515, R4-516, R4-517, R4-518, R4-519, R4-520, R4-521, R4-522, R4-523, R4-524, R4-525, R4-526, R4-527, R4-528, R4-529, R4-530, R4-531, R4-532, R4-533, R4-534, R4-535, R4-536, R4-537, R4-538, R4-539, R4-540, R4-541, R4-542, R4-543, R4-544, R4-545, R4-546, R4-547, R4-548, R4-549, R4-550, R4-551, R4-552, R4-553, R4-554, R4-555, R4-556, R4-557, R4-558, R4-559, R4-560, R4-561, R4-562, R4-563, R4-564, R4-565, R4-566, R4-567, R4-568, R4-569, R4-570, R4-571, R4-572, R4-573, R4-574, R4-575, R4-576, R4-577, R4-578, R4-579, R4-580, R4-581, R4-582, R4-583, R4-584, R4-585, R4-586, R4-587, R4-588, R4-589, R4-590, R4-591, R4-592, R4-593, R4-594, R4-595, R4-596, R4-597, R4-598, R4-599, R4-600, R4-601, R4-602, R4-603, R4-604, R4-605, R4



LANE CLOSED  
C30 (CA)  
36" x 36"

END ROAD WORK  
G20-2

R3-18  
30" x 30"

LEFT LANE MUST TURN LEFT  
R3-7(LT)  
36" x 36"

W1-6(LT)  
48" x 24"

W1-6(RT)  
48" x 24"

W12-1  
36" x 36"

W20-1  
36" x 36"

C20(CA)(LT)  
36" x 36"

C20(CA)(RT)  
36" x 36"

TYPE N(CA)(TN)(CA) (ORANGE)  
18" x 18"

R4-7  
36" x 45"

W6-3

R3-3

R3-5(RT)

W24-1(LT)

R3-1  
30" x 30"

W4-3  
36" x 36"

TURNING VEHICLES TO RIGHT  
R10-15

ADDITIONAL NOTES:

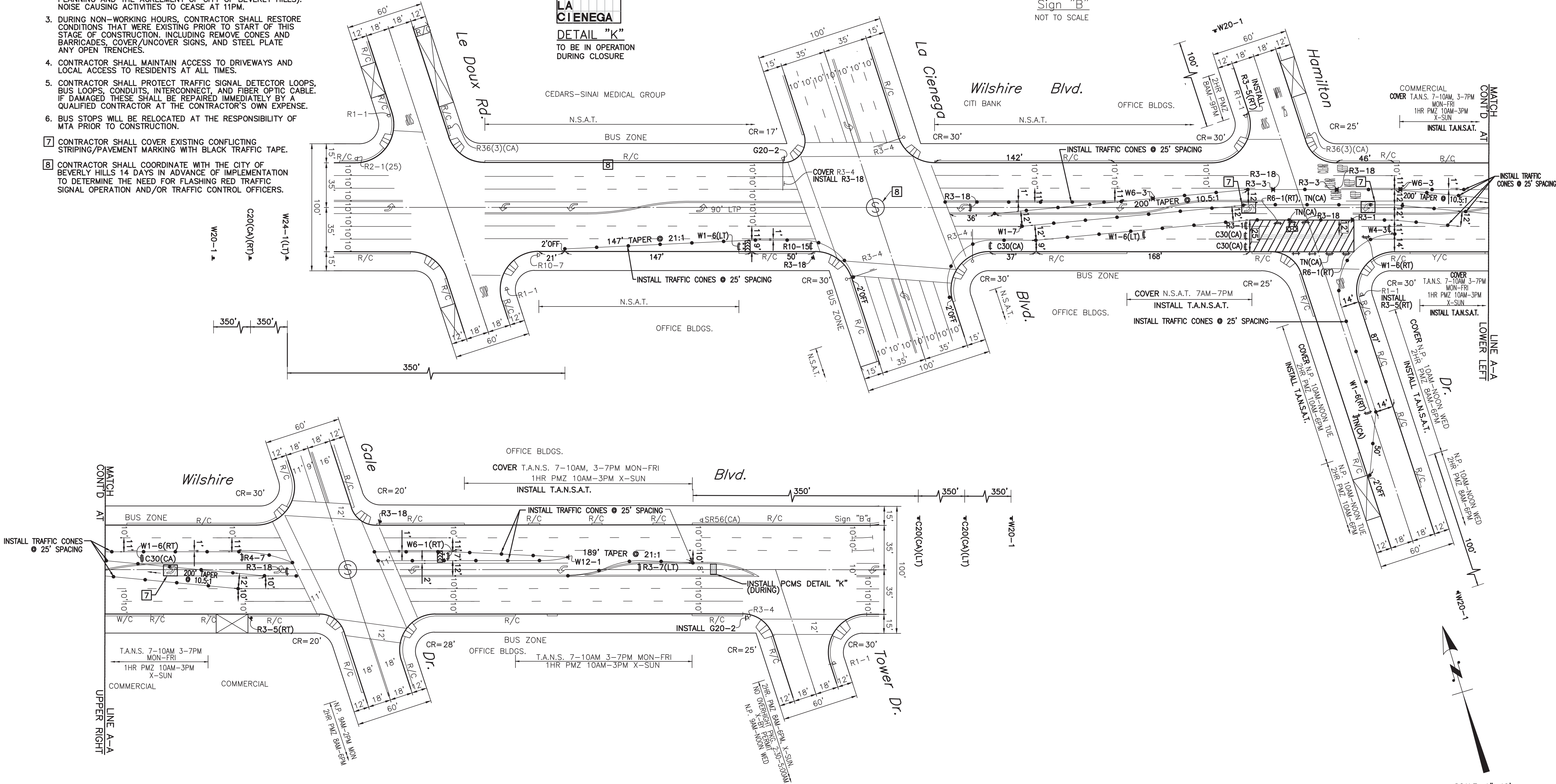
1. REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
2. THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 6AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF 6 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
3. DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
4. CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
5. CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
6. BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
7. CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.
8. CONTRACTOR SHALL COORDINATE WITH THE CITY OF BEVERLY HILLS 14 DAYS IN ADVANCE OF IMPLEMENTATION TO DETERMINE THE NEED FOR FLASHING RED TRAFFIC SIGNAL OPERATION AND/OR TRAFFIC CONTROL OFFICERS.

LEFT  
TURN  
CLOSED

AT  
LA  
CIENEGA

DETAIL "K"  
TO BE IN OPERATION  
DURING CLOSURE

OVERNIGHT  
PARKING  
PROHIBITED  
IN  
BEVERLY HILLS  
NO PARKING  
2:30 TO 5:00 AM  
Sign "B"  
NOT TO SCALE



SCALE: 1"=40'

WTCP - LA CIENEGA STATION - TC-WT-23

DRAWN BY:

V&A INC.  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

PARSONS  
BRINCKERHOFF

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

DIGALERT



CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig



REVISIONS

CITY OF BEVERLY HILLS ENGINEERING DEPARTMENT			
DESIGNED BY VY	DRAWN BY VY	CHECKED BY MG II	APPROVED BY
SUBMITTED BY RCE No.		ENGINEER DATE	
REVIEWED BY		DATE	
ASSISTANT CITY ENGINEER		DATE	

Traffic Control:  
WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
WATER STAGE 19

P.O. No.

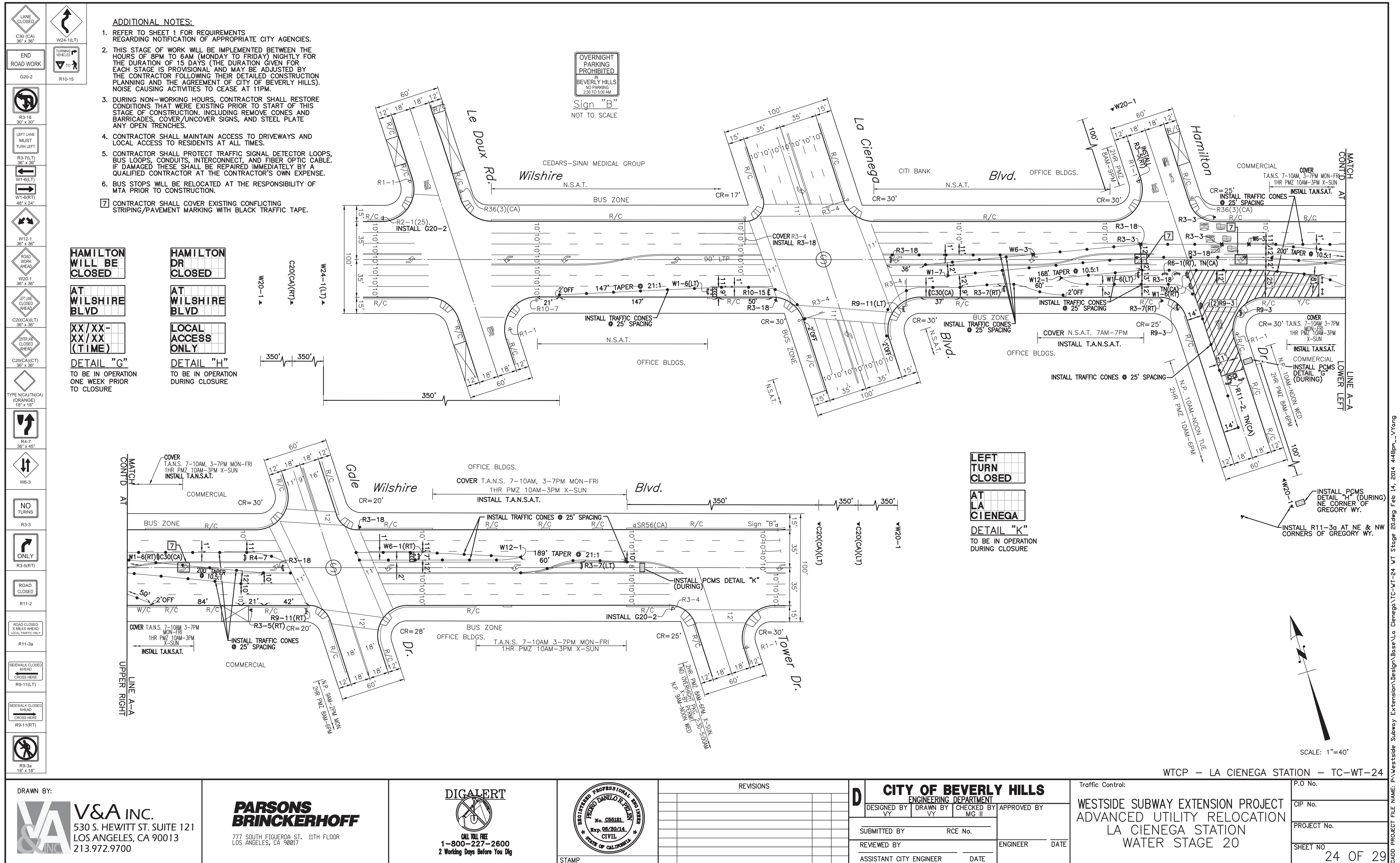
CIP No.

PROJECT No.

SHEET NO

23 OF 29







LANE CLOSED  
C30 (CA)  
36" x 36"

END ROAD WORK  
G20-2

R3-18  
36" x 36"

LEFT LANE MUST TURN LEFT  
R3-7(LT)  
36" x 36"

W1-6(LT)  
48" x 24"

W1-6(RT)  
48" x 24"

W12-1  
36" x 36"

ROAD WORK AHEAD  
W20-1  
36" x 36"

LEFT LANE CLOSED AHEAD  
C20(CA)(LT)  
36" x 36"

RIGHT LANE CLOSED AHEAD  
C20(CA)(CT)  
36" x 36"

TYPE NC(AT)(W)(CA) (ORANGE)  
18" x 18"

R4-1  
36" x 45"

W6-3

NO TURNS  
R3-3

R3-5(RT)  
ONLY

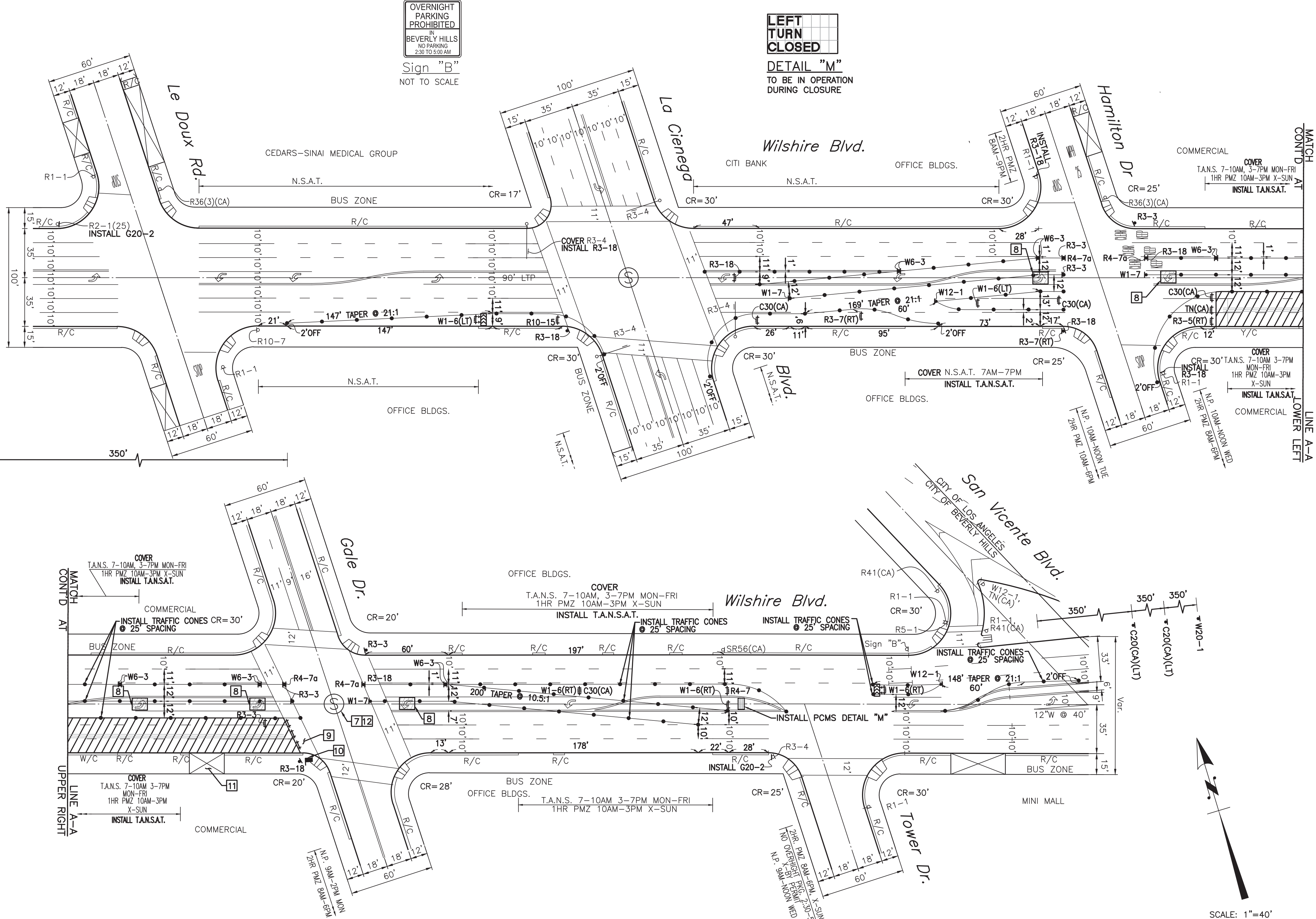
ROAD CLOSED  
R11-2

W24-1(LT)

TURNING VEHICLES TO   
R10-15

- ADDITIONAL NOTES:
- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
  - THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 8AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF 15 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
  - DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
  - CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
  - CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
  - BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
  - CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.
  - CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.
  - CONTRACTOR SHALL MAINTAIN 5' MINIMUM ADA-COMPLIANT CROSSWALK/WALKWAY.

- CONT'D ADDITIONAL NOTES:
- CONTRACTOR SHALL PROVIDE FLAGGER CONTROL TO MAINTAIN SAFE PEDESTRIAN ACCESS THRU THE CROSSWALK/WALKWAY.
  - CONTRACTOR SHALL ARRANGE WITH PROPERTY OWNER TO TEMPORARILY CLOSE DRIVEWAY DURING THIS STAGE OF CONSTRUCTION.
  - CONTRACTOR SHALL COORDINATE WITH THE CITY OF BEVERLY HILLS 14 DAYS IN ADVANCE OF IMPLEMENTATION TO DETERMINE THE NEED FOR FLASHING RED TRAFFIC SIGNAL OPERATION AND/OR TRAFFIC CONTROL OFFICERS.



DRAWN BY:  
 **V&A INC.**  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

**PARSONS BRINCKERHOFF**  
777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

**DIGALERT**  
  
CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig

STAMP

REVISIONS	

**CITY OF BEVERLY HILLS**  
ENGINEERING DEPARTMENT

DESIGNED BY VY  
SUBMITTED BY  
REVIEWED BY  
ASSISTANT CITY ENGINEER

DRAWN BY VY  
RCE No.  
DATE

CHECKED BY MG II  
DATE

APPROVED BY  
ENGINEER  
DATE

Traffic Control:  
**WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
WATER STAGE 21**

P.O. No.  
CIP No.  
PROJECT No.  
SHEET NO  
25 OF 29

CADD PROJECT FILE NAME: P:\Westside Subway Extension\Design\Bases\La Cienega\TC-WT-25 VT Stage 21.dwg Feb 14, 2014 4:46pm... VYong



LANE CLOSED  
C30 (CA)  
36" x 36"

END ROAD WORK  
G20-2

R3-18  
30" x 30"

W1-7  
48" x 24"

W1-6(LT)  
48" x 24"

W1-6(RT)  
48" x 24"

W12-1  
36" x 36"

W20-1  
36" x 36"

C20(CA)(LT)  
36" x 36"

C20(CA)(RT)  
36" x 36"

TYPE NC(A)/TN(CA)  
(ORANGE)  
18" x 18"

R4-7  
36" x 45"

W6-3

R3-3

R3-5(RT)

W24-1(LT)

R6-1(RT)  
36" x 12"

R9-3bP(LT)  
18" x 12"

R9-3bP(RT)  
18" x 12"

R9-3  
18" x 18"

R11-3a

ROAD CLOSED  
R11-2

ONE WAY  
R6-1(RT)  
36" x 12"

USE CROSSWALK  
R9-3bP(LT)  
18" x 12"

USE CROSSWALK  
R9-3bP(RT)  
18" x 12"

END DETOUR  
M4-8a

DETOUR  
M4-9(RT)

DETOUR  
SC3(CA)

ADDITIONAL NOTES:

- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
- THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 6AM (MONDAY TO FRIDAY) NIGHTLY FOR DURATION OF 15 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
- DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
- CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
- CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
- BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.
- CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.
- CONTRACTOR SHALL COVER PEDESTRIAN HEADS FOR WEST LEG OF CROSSWALK.
- CONTRACTOR SHALL MAINTAIN 5' MINIMUM ADA-COMPLIANT CROSSWALK/WALKWAY.
- CONTRACTOR SHALL PROVIDE FLAGGER CONTROL TO MAINTAIN SAFE PEDESTRIAN ACCESS THRU THE CROSSWALK/WALKWAY.
- CONTRACTOR SHALL MAINTAIN 6" SIDEWALK FOR PEDESTRIAN AND INSTALL FENCE ALONG THE PROPOSED SIDEWALK.
- CONTRACTOR SHALL COORDINATE WITH THE CITY OF BEVERLY HILLS 14 DAYS IN ADVANCE OF IMPLEMENTATION TO DETERMINE THE NEED FOR FLASHING RED TRAFFIC SIGNAL OPERATION AND/OR TRAFFIC CONTROL OFFICERS.

INSTALL PCMS  
DETAIL "E"  
(DURING)  
AT SW CORNER  
OF SAN VICENTE BLVD.  
& GALE DR.

GALE DR  
WILL BE  
CLOSED

AT  
WILSHIRE  
BLVD

XX/XX-  
XX/XX  
(TIME)

DETAIL "C"  
TO BE IN OPERATION  
ONE WEEK PRIOR  
TO CLOSURE

GALE DR  
CLOSED

AT  
WILSHIRE  
BLVD

LOCAL  
ACCESS  
ONLY

DETAIL "D"  
TO BE IN OPERATION  
DURING CLOSURE

GALE DR  
CLOSED

AT  
WILSHIRE  
BLVD

USE  
DETOUR

DETAIL "N"  
TO BE IN OPERATION  
DURING CLOSURE

GALE DR  
CLOSED

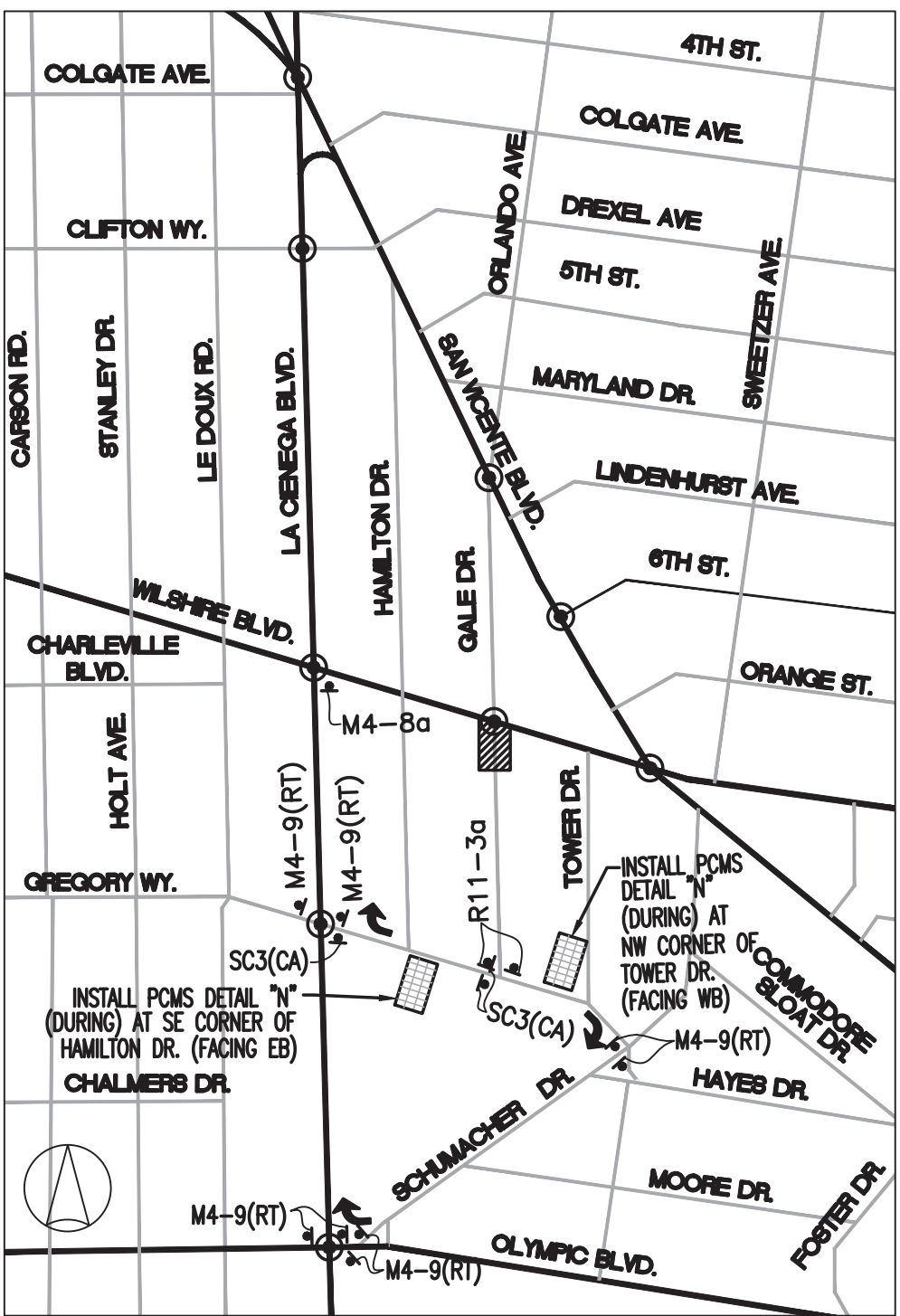
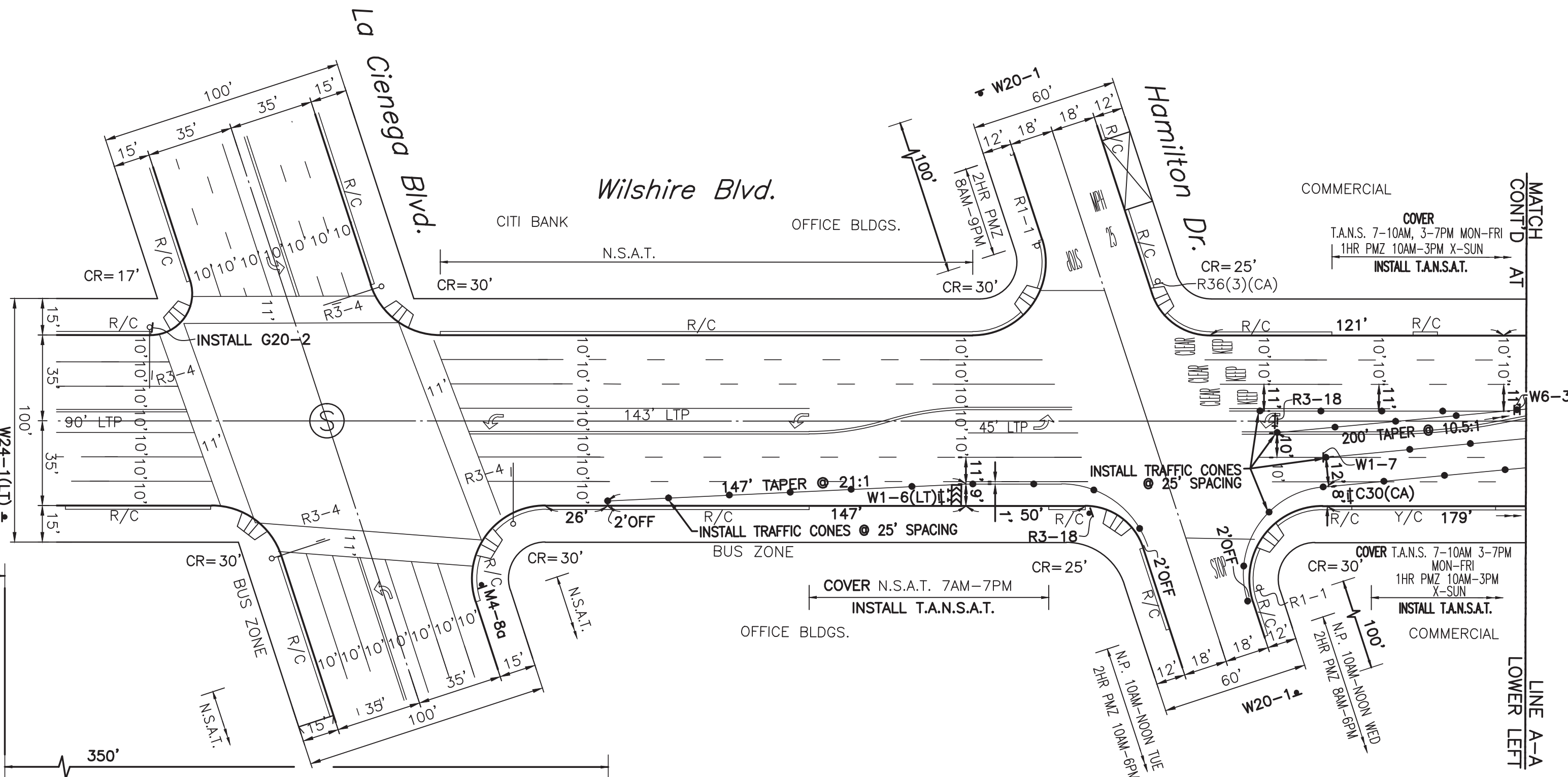
AT  
WILSHIRE  
BLVD

USE  
ALT  
ROUTE

DETAIL "E"  
TO BE IN OPERATION  
DURING CLOSURE

OVERNIGHT  
PARKING  
PROHIBITED  
BEVERLY HILLS  
NO PARKING  
2-30 TO 5:00 AM

Sign "B"  
NOT TO SCALE



LEGEND FOR DETOUR PLAN:

- TEMPORARY SIGN TO BE INSTALLED AS PART OF DETOUR
- PORTABLE CHANGEABLE MESSAGE SIGN
- DIRECTION OF TRAVEL
- SIGNALIZED INTERSECTION
- POINT OF CLOSURE

LA CIENEGA STAGE 32 GALE DR. CLOSURE DETOUR

NOT TO SCALE  
DURATION OF CLOSURE WILL BE 8PM TO 6AM MONDAY TO FRIDAY

SCALE: 1"=40'

WTCP - LA CIENEGA STATION - TC-WT-26

DRAWN BY:

**V&A INC.**  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

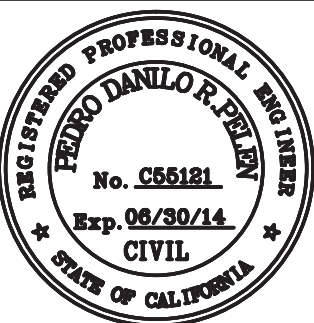
**PARSONS  
BRINCKERHOFF**

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

DIGALERT



CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig



STAMP

REVISIONS

**CITY OF BEVERLY HILLS**  
ENGINEERING DEPARTMENT

DESIGNED BY VY | DRAWN BY VY | CHECKED BY MG II | APPROVED BY

SUBMITTED BY RCE No.

REVIEWED BY

ASSISTANT CITY ENGINEER | DATE

ENGINEER | DATE

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
WATER STAGE 22

P.O. No.

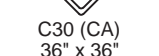
CIP No.

PROJECT No.

SHEET NO

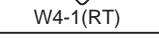
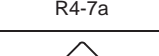
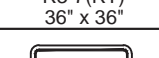
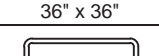
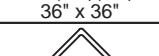
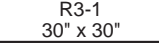
26 OF 29





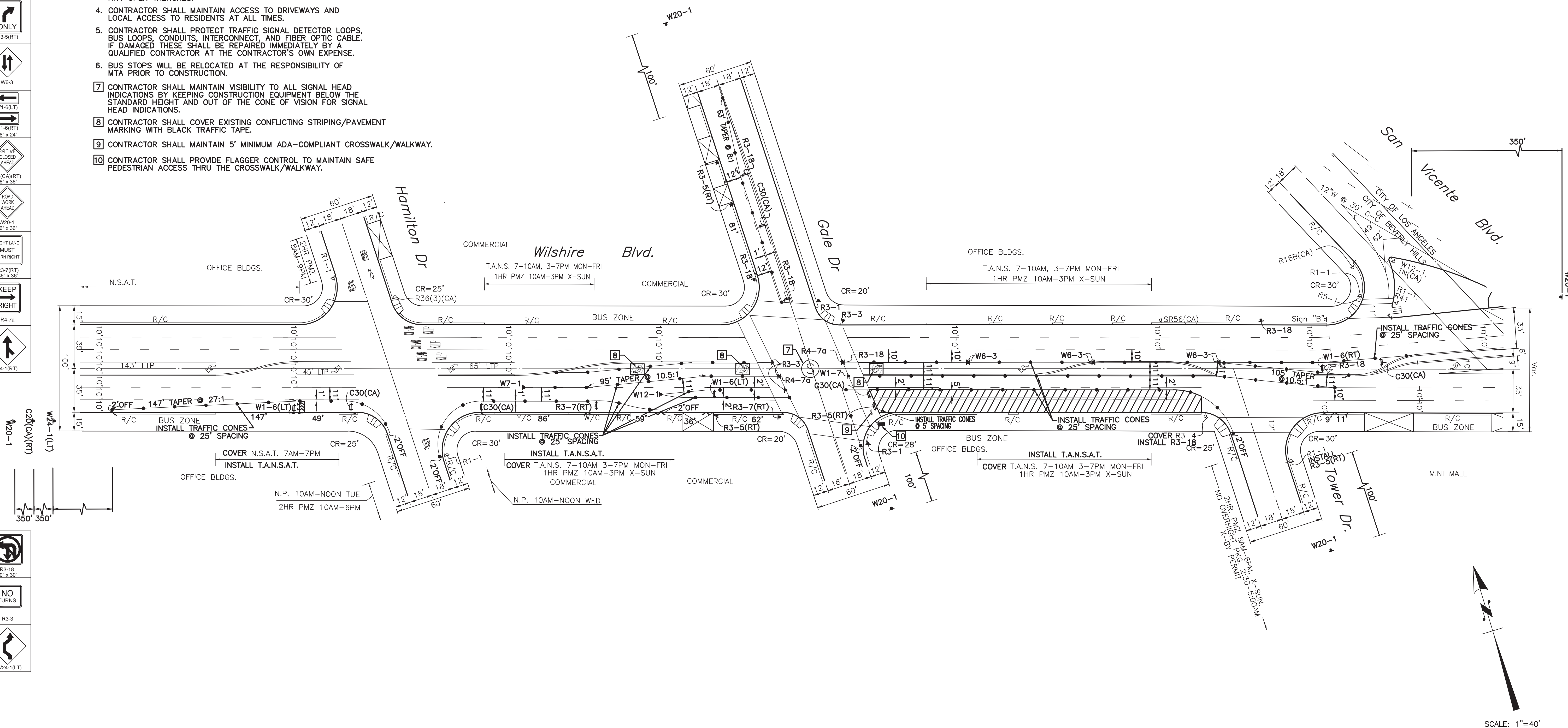
END  
ROAD WORK

G20-2



ADDITIONAL NOTES:

1. REFER TO SHEET FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
2. THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 6AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF 18 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
3. DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
4. CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
5. CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LOOPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
6. BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
7. CONTRACTOR SHALL MAINTAIN VISIBILITY TO ALL SIGNAL HEAD INDICATIONS BY KEEPING CONSTRUCTION EQUIPMENT BELOW THE STANDARD HEIGHT AND OUT OF THE CONE OF VISION FOR SIGNAL HEAD INDICATIONS.
8. CONTRACTOR SHALL COVER EXISTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.
9. CONTRACTOR SHALL MAINTAIN 5' MINIMUM ADA-COMPLIANT CROSSWALK/WALKWAY.
10. CONTRACTOR SHALL PROVIDE FLAGGER CONTROL TO MAINTAIN SAFE PEDESTRIAN ACCESS THRU THE CROSSWALK/WALKWAY.



SCALE: 1"=40'

WTCP - LA CIENEGA STATION - TC-WT-27

DRAWN BY:



**V&A INC.**  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

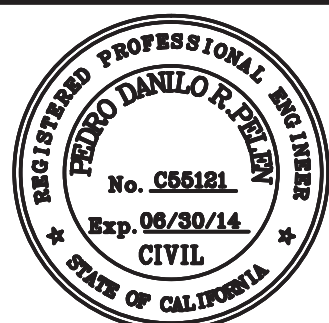
**PARSONS  
BRINCKERHOFF**

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

DIGALERT



CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Die



STAMP

## REVISIONS

# CITY OF BEVERLY HILLS

ENGINEERING DEPARTMENT			
DESIGNED BY VY	DRAWN BY VY	CHECKED BY MG II	APPROVED BY

SUBMITTED BY \_\_\_\_\_ RCE No. \_\_\_\_\_

REVIEWED BY	ENGINEER
-------------	----------

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
WATER STAGE 23

P.O No.
---------

CIP No.	
---------	--

PROJECT No.	
-------------	--

SHEET NO.

27 OF 29



LANE CLOSED  
C30 (CA)  
36" x 36"

SIDEWALK CLOSED  
AHEAD  
CROSS HERE  
R9-11(LT)

END  
ROAD WORK  
G20-2

SIDEWALK CLOSED  
AHEAD  
CROSS HERE  
R9-11(RT)

LEFT LANE  
MUST  
TURN LEFT  
R3-7(LT)  
36" x 36"

ROAD  
CLOSED  
R11-2

ONLY  
R3-5(RT)

W24-1

W6-3

W12-1  
36" x 36"

W1-6(LT)  
W1-6(RT)  
48" x 24"

W1-7  
48" x 24"

29' LANE  
CLOSED  
AHEAD  
C20(CA)(RT)  
36" x 36"

ROAD  
WORK  
AHEAD  
W20-1  
36" x 36"

Type (N(CA) or TN(CA)  
(ORANGE)  
18" x 18"

R4-7  
36" x 45"

29' LANE  
CLOSED  
AHEAD  
C20(CA)(LT)  
36" x 36"

NO  
TURNS  
R3-3

R3-18  
30" x 30"

ROAD CLOSED  
X MILES AHEAD  
LOCAL TRAFFIC ONLY  
R11-3a

TURNING  
VEHICLES  
R10-15

R9-3  
18" x 18"

**ADDITIONAL NOTES:**

- REFER TO SHEET 1 FOR REQUIREMENTS REGARDING NOTIFICATION OF APPROPRIATE CITY AGENCIES.
- THIS STAGE OF WORK WILL BE IMPLEMENTED BETWEEN THE HOURS OF 8PM TO 8AM (MONDAY TO FRIDAY) NIGHTLY FOR THE DURATION OF 20 DAYS (THE DURATION GIVEN FOR EACH STAGE IS PROVISIONAL AND MAY BE ADJUSTED BY THE CONTRACTOR FOLLOWING THEIR DETAILED CONSTRUCTION PLANNING AND THE AGREEMENT OF CITY OF BEVERLY HILLS). NOISE CAUSING ACTIVITIES TO CEASE AT 11PM.
- DURING NON-WORKING HOURS, CONTRACTOR SHALL RESTORE CONDITIONS THAT WERE EXISTING PRIOR TO START OF THIS STAGE OF CONSTRUCTION, INCLUDING REMOVE CONES AND BARRICADES, COVER/UNCOVER SIGNS, AND STEEL PLATE ANY OPEN TRENCHES.
- CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS AND LOCAL ACCESS TO RESIDENTS AT ALL TIMES.
- CONTRACTOR SHALL PROTECT TRAFFIC SIGNAL DETECTOR LOOPS, BUS LAMPS, CONDUITS, INTERCONNECT, AND FIBER OPTIC CABLE. IF DAMAGED THESE SHALL BE REPAIRED IMMEDIATELY BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE.
- BUS STOPS WILL BE RELOCATED AT THE RESPONSIBILITY OF MTA PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL COVER EXISTING CONFLICTING STRIPING/PAVEMENT MARKING WITH BLACK TRAFFIC TAPE.
- CONTRACTOR SHALL MAINTAIN 6" SIDEWALK FOR PEDESTRIAN AND INSTALL FENCE ALONG THE PROPOSED SIDEWALK.

TOWER DR  
WILL BE  
CLOSED

AT  
WILSHIRE  
BLVD

XX/XX-  
XX/XX  
(TIME)

DETAIL "I"

TO BE IN OPERATION  
ONE WEEK PRIOR  
TO CLOSURE

TOWER DR  
CLOSED

AT  
WILSHIRE  
BLVD

LOCAL  
ACCESS  
ONLY

DETAIL "J"

TO BE IN OPERATION  
DURING CLOSURE

The diagram is a detailed construction plan for the Westside Subway Extension Project, specifically for the relocation of the La Cienega Station. It shows the intersection of Wilshire Blvd, Tower Dr, and Schumacher Dr. Key features include:

- Wilshire Blvd:** Running horizontally across the middle. It shows various lane closures (e.g., R3-5, R3-18, R9-11) and traffic control measures like traffic cones and signs.
- Tower Dr:** Running vertically through the center. It shows a full closure and the installation of traffic cones and signs.
- Schumacher Dr:** Running vertically on the right side. It shows lane closures and traffic control measures.
- Construction Phases:** Indicated by different patterns and labels like "INSTALL T.A.N.S.A.T.", "COVER T.A.N.S.A.T.", and "INSTALL TRAFFIC CONES".
- Surrounding Area:** Includes labels for "OFFICE BLDGS.", "COMMERCIAL", "BUS ZONE", "MINI MALL", and "CITY OF BEVERLY HILLS".
- Signage:** Detailed drawings of signs "A" and "B" with their respective dimensions and placement.
- Scale and Orientation:** A north arrow and a scale of 1"=40' are provided.

CITY OF LOS ANGELES DEPARTMENT OF TRANSPORTATION	
ACCEPTED	DATE
PRINCIPAL TRANSPORTATION ENGINEER	

REVISIONS	

<b>CITY OF BEVERLY HILLS</b> ENGINEERING DEPARTMENT			
DESIGNED BY VY	DRAWN BY VY	CHECKED BY MG II	APPROVED BY
SUBMITTED BY		RCE No.	
REVIEWED BY		ENGINEER	DATE
ASSISTANT CITY ENGINEER		DATE	

Traffic Control:	
WESTSIDE SUBWAY EXTENSION PROJECT ADVANCED UTILITY RELOCATION LA CIENEGA STATION WATER STAGE 24	

P.O. No.
CIP No.
PROJECT No.
SHEET NO 28 OF 29

DRAWN BY:  
**V&A INC.**  
530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

**PARSONS  
BRINCKERHOFF**  
777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

**DIGALERT**  
CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig

CADD PROJECT FILE NAME: P:\Westside Subway Extension\Design\Bases\La Cienega\TC-WT-28 VT Stage 24.dwg Feb 14, 2014 4:49pm - YYang



DETOUR

M4-9(RT)

DETOUR

M4-9(LT)

END  
DETOUR

SC3(CA)

M4-8a

DETOUR  
W20-2  
36" x 36"

DETOUR

DETOUR

M4-10(LT)

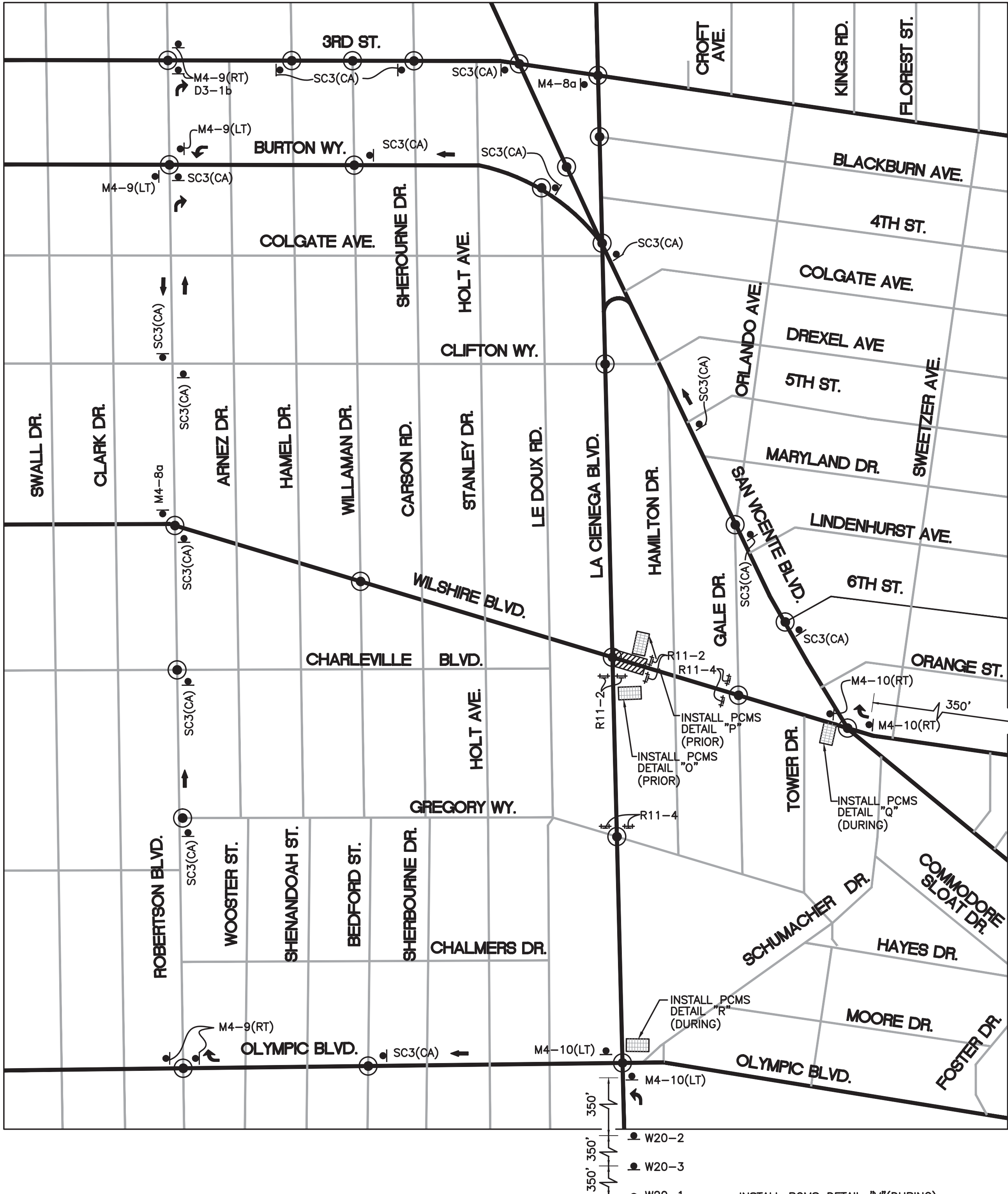
M4-10(RT)

ROAD  
CLOSED  
HEAD  
W20-3  
36" x 36"

WILSHIRE BL  
D3-1a(MOD)  
BLACK LEGEND  
ON ORANGE  
BACKGROUND

LA CIENEGA BL

D3-1b(MOD)  
BLACK LEGEND  
ON ORANGE  
BACKGROUND



LA CIENEGA CLOSURE DETOUR OPTION

NOT TO SCALE  
DURATION OF CLOSURE WILL BE DURING WEEKENDS

ADDITIONAL NOTES:

1. THIS PLAN FOR CLOSURE OF NB LA CIENEGA BLVD AT WILSHIRE BLVD AND WB WILSHIRE BLVD AT LA CIENEGA BLVD.

LEGEND FOR DETOUR PLAN:

- TEMPORARY SIGN TO BE INSTALLED AS PART OF DETOUR
- PORTABLE CHANGEABLE MESSAGE SIGN
- DIRECTION OF TRAVEL
- SIGNALIZED INTERSECTION
- POINT OF CLOSURE

LA  
CIENEGA  
WILL BE

CLOSED  
AT  
WILSHIRE

XX/XX-  
XX/XX  
(TIME)

DETAIL "O"  
TO BE IN OPERATION  
ONE WEEK PRIOR  
TO CLOSURE

WILSHIRE  
BLVD  
CLOSED

AT  
LA  
CIENEGA

USE  
ALT  
ROUTE

DETAIL "U"  
TO BE IN OPERATION  
DURING CLOSURE

WILSHIRE  
WILL BE  
CLOSED

AT  
LA  
CIENEGA

XX/XX-  
XX/XX  
(TIME)

DETAIL "P"  
TO BE IN OPERATION  
ONE WEEK PRIOR  
TO CLOSURE

LA  
CIENEGA  
CLOSED

AT  
WILSHIRE  
BLVD

USE  
ALT  
ROUTE

DETAIL "V"  
TO BE IN OPERATION  
DURING CLOSURE

WILSHIRE  
BLVD  
CLOSED

AT  
LA  
CIENEGA

USE  
DETOUR

DETAIL "Q"  
TO BE IN OPERATION  
DURING CLOSURE

LA  
CIENEGA  
CLOSED

AT  
WILSHIRE  
BLVD

USE  
DETOUR

DETAIL "R"  
TO BE IN OPERATION  
DURING CLOSURE



SCALE: 1"=40'

DRAWN BY:

V&A INC.

530 S. HEWITT ST. SUITE 121  
LOS ANGELES, CA 90013  
213.972.9700

PARSONS  
BRINCKERHOFF

777 SOUTH FIGUEROA ST. 11TH FLOOR  
LOS ANGELES, CA 90017

DIGALERT

CALL TOLL FREE  
1-800-227-2600  
2 Working Days Before You Dig

REGISTERED PROFESSIONAL ENGINEER

PERO DANILLO P. JORDAN

No. 056181

Exp. 08/30/14

CIVIL

STATE OF CALIFORNIA

STAMP

REVISIONS

CITY OF BEVERLY HILLS

ENGINEERING DEPARTMENT

DESIGNED BY VY DRAWN BY VY CHECKED BY MG II APPROVED BY

SUBMITTED BY RCE No.

REVIEWED BY ENGINEER DATE

ASSISTANT CITY ENGINEER DATE

Traffic Control:

WESTSIDE SUBWAY EXTENSION PROJECT  
ADVANCED UTILITY RELOCATION  
LA CIENEGA STATION  
WATER CLOSURE DETOUR (OPTION)

P.O. No.

CIP No.

PROJECT No.

SHEET NO  
29 OF 29

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

# WESTSIDE SUBWAY EXTENSION PROJECT

C1056 – La Cienega

Advanced Utility Relocation

Division 1 Specifications

February 21, 2014



U.S. Department  
of Transportation  
Federal Transit  
Administration

13-187CEC ©2013 LACMTA



# LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

## SPECIFICATIONS

### TABLE OF CONTENTS

<u>DIVISION 1 SECTION</u>	<u>TITLE</u>
01 11 00	SUMMARY OF WORK
01 14 05	METRO– DIRECTED STOPPAGES
01 20 00	PRICE AND PAYMENT PROCEDURES
01 29 73	SCHEDULE OF VALUES
01 31 19	PROJECT MEETINGS
01 32 16	BAR GRAPH SCHEDULE
01 32 23	GRADES, LINES AND LEVELS
01 33 00	SUBMITTAL PROCEDURES
01 35 23	WORKSITE SAFETY REQUIREMENTS
01 35 29	HEALTH, SAFETY, AND EMERGENCY RESPONSE PROCEDURES FOR CONTAMINATED SITES
01 35 35	WATER POLLUTION CONTROL
01 35 43	ENVIRONMENTAL PROCEDURES FOR CONTAMINATED/ HAZARDOUS MATERIALS
01 35 53	WORKSITE SECURITY REQUIREMENTS
01 35 63	SUSTAINABILITY PLAN
01 35 66	GREEN CONSTRUCTION POLICY SPECIFICATIONS
01 35 80	ARCHAEOLOGICAL AND PALEONTOLOGICAL COORDINATION
01 35 95	PUBLIC INFORMATION AND COMMUNITY RELATIONS
01 43 20	PROJECT QUALITY PROGRAM REQUIREMENTS
01 50 00	TEMPORARY FACILITIES AND CONTROLS
01 56 19	CONSTRUCTION NOISE AND VIBRATION CONTROL
01 56 28	CONSTRUCTION FENCING (CHAIN LINK)
01 58 13	TEMPORARY SIGNS AND BANNERS
01 71 13	MOBILIZATION
01 71 43	PERMITS, LICENSES, AND AGREEMENTS
01 74 00	CLEANING
01 78 39	AS-BUILT DRAWINGS AND CURRENT STATUS DOCUMENTS
APPENDIX A	GEOTECHNICAL REPORT – PROPOSED SCE DUCTBANK AT WILSHIRE/LA CIENEGA STATION
APPENDIX B	POTHOLING AND TRENCHING DATA





## **SECTION 01 11 00**

### **SUMMARY OF WORK**

#### **PART 1 - GENERAL**

##### **1.01 DESCRIPTION**

- A. The Los Angeles County Metropolitan Transportation Authority (Metro) requires the services of a General Contractor, herein called "the Contractor" to provide construction services for Westside Subway Extension Project Advanced Utility Relocations at La Cienega – Contract No. C1056. In general, the scope of work includes relocation of City of Beverly Hills Sanitary Sewer (BHSS) lines, City of Beverly Hills Storm Drain (BHSD) lines, City of Beverly Hills Water (BHW) lines and the construction of power Ductbanks for Southern California Edison (SCE) that are in conflict with the future construction of the Westside Subway Extension Project by Others.
- B. Coordinate Work of this Contract with adjacent contracts and other contractors on this construction site, and other utility owners including but not limited to as in the following:
  - 1. City of Beverly Hills (COBH) encompassing but not limited to Water, Sewer, Storm Drain and fiber optic cable services, traffic signaling.
  - 2. Southern California Edison (SCE)
  - 3. MCI/Verizon
  - 4. Cable Engineering Services
  - 5. AT&T
  - 6. Time Warner
  - 7. Gas Company
  - 8. C1048 La Brea AUR Contractor (Metro)
  - 9. C1055 Fairfax AUR Contractor (Metro)
  - 10. Sprint
  - 11. Wilshire BRT Contractor (City of Los Angeles)
  - 12. Level 3
  - 13. Century Link
  - 14. Zayo
  - 15. Other Utility Owner

- C. The laydown yard at Crenshaw and some of the traffic control will be located in the City of Los Angeles. Contractor to comply and coordinate with the relevant City of Los Angeles departments (LABOE, LADOT, LABSS etc) and obtain permits as needed to perform the work, unless specifically detailed as being obtained by Metro. See Section 01 71 43 for further details.

## **1.02 SCOPE OF WORK**

The Contractor shall perform all work and provide all materials described to complete the proposed construction at La Cienega as detailed on the drawings. At completion of each utility relocation, the contractor shall reconstruct the project site, and streets to restore its pre-existing condition. The following is a summary and a general description of the work. For the complete scope of work, Contractor shall refer to the Plans and Specifications.

### **A. Work Hours and Work Days**

In general, the majority of the work is located within heavily traveled streets along the Wilshire Corridor and is regulated by Nighttime Noise Restrictions, Peak Hour Restrictions and Holiday Moratoriums as enforced by the City of Beverly Hills.

Metro has obtained an After Hours Construction Permit from the City of Beverly Hills for the Work. The Contractor must comply with the requirements of the Permit and the Requirements in Section 01 56 19. Holiday Restrictions will apply during the week of Thanksgiving and the week between Christmas Day and the New Years Day. For other holidays in the City of Beverly Hills refer to the City's website.

The Contractor shall perform the work on those days and hours that complies with the above. Use the worksite Traffic Control plans that are included in the Contract Documents.

### **B. The Work**

Work shall be performed as detailed in the drawings and specifications. The work includes utility relocations in the Wilshire/La Cienega area to enable the future construction of the Wilshire/La Cienega Purple Line Station (by Others). Relocations are for the following items:

1. Water Lines: Construct new waterlines and cut over from existing system belonging to the City of Beverly Hills (COBH) to newly constructed system and hand over to COBH.
2. Sewers: Construct new sewer and cut over from existing system belonging to the City of Beverly Hills (COBH) to newly constructed system and hand over to COBH.
3. Storm Drains: Construct new storm drains and cut over from existing system belonging to the City of Beverly Hills (COBH) to newly constructed system and hand over to COBH.

4. Duct Route, including associated manholes and vaults for Southern California Edison. There is a section of trenchless construction required to install the SCE ducts under a storm drain box culvert in La Cienega Boulevard included within this scope. Installation of cabling and splicing in the duct route will be performed by SCE. Refer to Appendix A to Division 1 Specifications, Geotechnical Report, SCE Ductbank at Wilshire/La Cienega Station

The scope items above include all associated elements, for example pipe, flanges, valves, manholes, connectors and other items as detailed on the Drawings and Specifications.

The work shall also include, but is not limited to, the verification of existing conditions of the site and related coordination, potholing, procurement, demolition (including removal of abandoned conflicting utilities), excavation, construction, backfill, cut over and supervision (including coordination with other contractors, the City of Beverly Hills and others as applicable).

- C. Remove abandoned utilities as needed to install relocated utilities. Contractor shall confirm utility is abandoned prior to removal.
- D. Support and/or protect in place all active utilities that may be affected by the work. Coordinate with Utility Owners to confirm support/protection requirements and comply with such requirements.
  1. Contractor shall be responsible for protection of existing utilities, per an approved method as approved by the Utility Owner, during Work in vicinity of known and unknown existing utilities.
  2. The interface between the Work and City of Beverly Hills (and SCE) is shown on the drawings.
  3. The Contractor shall conduct testing and inspections for all the improvements and associated site work in accordance to the Drawings and Specifications.

E. The Schedule

Project shall be completed as stipulated in the IFB C1056, Section 2, Contract Documents, "Special Provisions, Appendix A – Work Completion Schedule."

F. Temporary Facilities

The Contractor shall provide temporary facilities required for construction of the Project per Section 01 50 00. Temporary facilities shall meet all applicable rules of the City, County and State of California. Contractor is responsible for obtaining and paying for all the permits required to provide Temporary Facilities.

G. Access to the Site During Construction

1. Local access to and from the project site shall be maintained at all times in accordance with approved worksite Traffic Control Plans. The Contractor shall notify Metro, City of Beverly Hills, and any local agencies having

jurisdiction three (3) weeks in advance of any disruption to the existing access.

2. The Contractor shall notify any affected businesses of disruptions to their access three (3) weeks in advance.

Any detour of pedestrian traffic due to construction impact shall meet the ADAAG requirements. Proper signage shall be installed to direct pedestrian traffic for public safety.

3. Comply with Section 01 35 95 Public Information and Community Relations for other requirements.

#### H. Stormwater Runoff during Construction

Contractor shall control stormwater runoff.

Contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP) for use on the Project and comply with all of the requirements.

#### I. Permits

Contractor is responsible for paying and obtaining all the permits with various agencies and cities except for those covered by Metro listed in Section 01 71 43.

#### J. Potholing

Metro has performed pot holing within the work area. This information is provided in Appendix B to Division 1 Specifications, Potholing Data. Any additional pot holes required by Contractor shall be at no cost to Metro.

Contractor shall be responsible for obtaining all permits to conduct any additional potholing whether performed as an option by the Contractor or as directed by Metro. This includes providing all required traffic management and permits, and providing for Metro and contractor's worker protection during the potholing and test sampling. All potholes shall be performed within the intended construction areas, and shall be restored as per the requirements of the permitting agency.

### 1.03 DRAWINGS AND SPECIFICATIONS

Contractor shall comply with all the requirements detailed in these specifications and those referenced on the Contract drawings, including but not limited to the specifications used by the City of Beverly Hills.

### 1.04 QUALITY ASSURANCE

- A. Comply with Section 01 43 10, Project Quality Control Program Requirements
- B. Subcontractor or personnel supervising the trenchless installation of the SCE ductbank conduit, including superintendent and maintenance personnel, shall have successfully completed at least two similar projects using similar equipment. A similar project means a diameter 24 – 42 inches in saturated alluvial soils, at least



200 feet in length, driven using the type of equipment to be employed on this Project.

#### **1.05 SUBMITTALS**

- A. Refer to Section 01 33 00, Submittal Procedures
- B. Qualifications statements: Resumes and documentation of required experience for trenchless installation of SCE ductbank 45 days prior to start of excavation

#### **PART 2 - PRODUCTS**

##### **2.01 PRODUCTS ARE NOT USED IN THIS SECTION**

#### **PART 3 - EXECUTION**

##### **3.01 CONTRACTOR'S DUTIES**

Construct work in accordance with contract documents including actions specified below:

- A. Except as otherwise specified, furnish and pay for the cost of the following:
  - 1. Labor, superintendence and products.
  - 2. Construction supplies, equipment, tools, machinery and materials.
  - 3. Utilities required for construction.
  - 4. Other facilities and services necessary to properly execute and complete the work.
- B. Pay costs of legally required sales, consumer, gross receipt and use taxes, and Governmental fees and permits.
- C. Provide drawings and/or exhibits and pay for all of the permits, licenses, off-site grading agreements, and other fees required in order to complete the entire work.
- D. Perform Work in accordance with applicable codes, ordinances, rules, regulations, orders and other legal requirements of governmental bodies and public agencies, including Metro. Modify above-mentioned services under permit of cognizant city or county agency.
- E. Promptly submit written notice of variances in Contract Drawings and Specifications from specified legal requirements. Necessary changes to Contract Drawings and Specifications will be made by appropriate modifications in accordance with provisions of the General Conditions Article, Changes.
- F. Maintain order, safe practices, and proper conduct among the Contractor's and subcontractors' employees. Metro may require that disciplinary action be taken against an employee for disorderly, improper or unsafe conduct. Should an employee of the Contractor be dismissed from his duties as a result of that employee's misconduct, incompetence, or unsafe practices, or combinations

thereof, do not rehire that employee for any Metro work for duration of the Contract.

- G. Coordinate prosecution of Work with those public utilities, governmental bodies, private utilities and other contractors performing Work on, and adjacent to, the Worksite; eliminate or minimize delays in Work and conflicts with those utilities, bodies and contractors. Schedule governmental Work, private utility and public utility Work, which rely upon survey points, lines and grades established by Contractor, to occur immediately after those points, lines and grades have been established. Confirm coordination measures for each individual case with Metro by memorandum.
- H. Perform Work as specified, and in a timely manner. Submit a work schedule based on the provisions depicted on the Contract Documents. The Work which will be performed at times other than hours permitted by the Contract Documents must be submitted to Metro for review and acceptance. Construction operations will normally be confined to night-shift hours and may include daytime hours on special occasions.

Approval to Work at any other time other than what is allowed in the Contract Documents including week-ends, holidays, daytime hours may be obtained after Contractor presents a written program outlining special precautions to be taken to control the extraordinary hazards presented by night Work. Include supplementary lighting of Work areas, availability of medical facilities, security precautions and noise limitations per Contract Documents.

- I. Maintain access to, and visibility of, fire hydrants, police call boxes, fire alarm boxes, standpipe connections and traffic control devices.
- J. Maintain vehicular access to building delivery areas and driveways and safe access to pedestrian walkways.
- K. Salvage material on the Worksite; reuse salvaged material if approved by Metro.

### **3.02 ORDER OF WORK – CONSTRUCT WORK IN STAGES AS FOLLOWS:**

- A. Per the traffic control requirements as approved by City of Beverly Hills for each crossing. If the contractor needs additional traffic control stages to complete the Work or wishes to follow their own Worksite Traffic Control Plans (WTCPs) rather than those provided, they may do so at no cost to Metro and approved as required by local City/State Agency/Authority.
- B. Per Contractor's CWP as approved by Metro.
- C. Coordination with other Contractors working in the same area and their Traffic Control plans.

### **3.03 CONTRACTORS USE OF WORKSITE**

- A. Confine Worksite operations to areas permitted by law, ordinances, permits, and Contract Documents.

- B. Consider safety of Work and of people and property on, and adjacent to, Worksite when determining amount, location, movement and use of materials and equipment on Worksite. Work shall be in compliance with Section 01 35 53 WORKSITE SECURITY REQUIREMENTS.
- C. Do not use equipment and products which would endanger integrity of Work.
- D. Properly protect products stored on Worksite.
- E. Relocate stored products which interfere with operations of Metro, governmental bodies, public and private utilities, and other contractors.
- F. Secure additional storage and Work areas needed for operations, in compliance with section 01 35 53 WORKSITE SECURITY REQUIREMENTS.
- G. Coordinate scheduling of Work to be performed on private property with Metro, to minimize inconvenience to property owners and tenants.
- H. Protect general public and residents from construction-related activities; do not unduly inconvenience those persons by construction activities. Comply with traffic control requirements of governing agency.
- I. If Contractor wishes to have utilities temporarily relocated for its own convenience, arrange with utility owners and pay for all Permits and Work.
- J. Restrict construction operations to areas within Right-of-Way Lines, Temporary Construction Line, Permanent Drainage Easement Line, Temporary Slope Easement Line, and Construction Staging Area. If no additional easements are indicated, restrict construction operations for permanent drainage facilities to Permanent Drainage Easement. Do not use temporary easement areas for purposes other than those for which originally acquired. Use only those areas bearing the notation "Temporary Construction Area," "Construction Staging" or "Storage" for activities related to Work. Use of Worksite to be exclusive and complete, except as indicated.
- K. Contractor will have use of a portion of the lot at Crenshaw yard. Refer to the Plans for details.

**END OF SECTION 01 11 00**



## **SECTION 01 14 05**

### **METRO – DIRECTED STOPPAGES**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Metro may, at any time, direct Contractor to cease the Work or any part of the Work for a specified period of time and go on a standby basis if potentially Excluded or Excluded Hazardous Waste Operations are needed, which would interfere with progress of Work, and for other reasons Metro deems fit and sufficient. Metro-Directed Stoppage of one part of the Work may cause a stoppage in an adjacent part of the Work; the decision to designate stoppage in the adjacent part of the Work will be at the sole discretion of Metro. Do not include allowances for these stoppages in Contractor's CPM schedule. If any of the requirements of this Section conflict with those of General Condition, Article entitled, "Suspension", then said General Condition's article shall prevail.

##### **1.02 RELATED SECTIONS**

- A. Section 2: Contract Document Includes General Conditions
- B. Section 01 33 00: Submittal Procedures
- C. Section 01 35 29: Health, Safety, and Emergency Response Procedures for Contaminated Sites
- D. Section 01 35 43: Environmental Procedures for Contaminated/Hazardous Materials
- E. Section 01 35 80: Archaeological and Paleontological Coordination

##### **1.03 REFERENCES (NOT USED)**

##### **1.04 QUALITY ASSURANCE (NOT USED)**

##### **1.05 SUBMITTALS**

- A. Refer to Section 01 33 00 - Submittal Procedures, for submittal requirements and procedures.
- B. Records of Metro-Directed Stoppage and reinstatement of Work.

##### **1.06 DEFINITIONS**

- A. Hourly Standby: Is an hourly period resulting from Metro-Directed Stoppages that requires Contractor to maintain full Work capacity to immediately resume the Work following the effective time and date of a notice to proceed.
- B. Daily Standby: Is a daily period resulting from Metro-Directed Stoppages that requires Contractor to maintain labor, plant and equipment at a readiness level



sufficient to maintain excavations, Worksite, and equipment and to resume the Work within 24 hours from receiving Metro's notice to proceed.

- C. Equitable Adjustment: Is an adjustment in the Contract Price or Contract Time for Metro-Directed Stoppages. Equitable adjustments will be made in accordance with General Conditions' article entitled "Suspension".
  - 1. The Hourly Standby is for short duration Metro-Directed Stoppages including waiting for Metro's identification of hazardous/contaminated materials. Hourly Standby item can be used in more than one heading at same time.
  - 2. The Daily Standby is for longer duration delays when full excavation crew need not be present, but when essential services such as ventilation, lighting, gas testing, and dewatering must be maintained. Daily Standby item can be used in more than one heading at same time. Daily means a full 24 hours.
- D. Excluded or Potentially Excluded Operations: Handling of unforeseen findings during execution of the Work, that will be performed by Metro or its other contractors.

## **PART 2 - PRODUCTS (NOT USED)**

## **PART 3 - EXECUTION**

### **3.01 CONTRACTOR'S RESPONSIBILITIES**

- A. Under Hourly Standby, maintain operations at normal full strength and continue ancillary activities except those directed to cease by Metro. Resume normal operations immediately upon direction by Metro.
- B. Under Daily Standby, unless directed otherwise, maintain sufficient labor, plant, equipment and systems including, but not limited to, dewatering, lighting, gas testing and ventilation to maintain a standby condition. Resume normal operations within 24 hours from receiving Metro's notice to proceed.
- C. During periods of Hourly Standby or Daily Standby, allow Metro full access to Worksite.
- D. Notify Metro, in writing, immediately upon encountering reasonably suspected Potential Excluded Operations. Specify in written notice particular locations at Worksite that may be affected by Potential Excluded Operations. Justify suspicion in written notice. Lack of reasonable justification is grounds for denial of payment.
- E. Upon Contractor's discovery of Potential Excluded Operations, continue Work in unaffected areas. Within 24 hours after Contractor notifies Metro of Potential Excluded Operations, meet with Metro to plan the Work in the affected area so as to mitigate any negative impact to schedule and minimize any increase in cost.
- F. Cooperate with any contractor selected by Metro to perform Excluded Hazardous Waste Operations.

- G. Perform tests on quality of air in Work environment and physical condition of Workers as part of the Work, to the extent required in Section 01 35 29 – Health, Safety, and Emergency Response Procedures for Contaminated Sites.

### **3.02 METRO'S RESPONSIBILITIES**

- A. Upon receipt of written notice of Potential Excluded Operations, Metro's will, at Metro's cost, perform tests deemed necessary to confirm presence of Gas Casings, USTs, Asbestos, Hazardous Substances, or other hazardous/contaminated materials to determine location and extent, and to define Excluded Hazardous Waste Operations required. Metro has sole right and obligation to perform tests described in foregoing sentence.

### **3.03 NO BASIS FOR CHANGE**

- A. Delays from following circumstances do not entitle Contractor to Hourly Standby or Daily Standby, or compensation for change, delay or differing site condition, or to time extension for meeting milestone dates:
  - 1. Discovery, including sampling, monitoring, investigating, removal, remediation, clean up, or disposal of Contractor-Generated Hazardous Waste.
  - 2. Notification by Contractor to Metro of possible need for Excluded Hazardous Waste Operations, where Contractor does not have reasonable cause to suspect Gas Casings, Underground Storage Tanks (USTs), Asbestos, Hazardous Substances, or other hazardous/contaminated materials requiring Excluded Hazardous Waste Operations.
  - 3. Discovery, including sampling, monitoring and investigating Hazardous Substances in soils required to be excavated, transported, and stored as part of the Work, as specified in the Contract Documents, including but not limited to, Section 01 35 29 - Health, Safety, and Emergency Response Procedures for Contaminated Sites; Section 01 35 43 – Environmental Procedures for Contaminated and Hazardous Materials.
  - 4. Discovery notification that an existing Contaminated Soil or Contaminated Groundwater condition is found that would require Hazardous Waste Operations or Excluded Hazardous Waste Operations because condition was exacerbated by Contractor or presence of Contractor-Generated Hazardous Waste.

**END OF SECTION 01 14 05**



## **SECTION 01 20 00**

### **PRICE AND PAYMENT PROCEDURES**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Specifications for measurement and payment as they apply to the Work, and includes provisions applicable to lump sum prices, unit prices, and allowances, as indicated.

##### **1.02 RELATED SECTIONS**

- A. Section 01 29 73: Schedule of Values
- B. Section 01 33 00: Submittal Procedures
- C. Section 01 43 20: Project Quality Program Requirements - Design/Bid/Build

##### **1.03 REFERENCES (NOT USED)**

##### **1.04 QUALITY ASSURANCE**

- A. Comply with Project Quality Program Requirements (see 1.02 above).

##### **1.05 SUBMITTALS**

- A. Refer to Section 01 33 00 – Submittal Procedures, for submittal requirements and procedures.
- B. Applications for Payment.

##### **1.06 DEFINITIONS (NOT USED)**

##### **1.07 LUMP-SUM MEASUREMENT**

- A. Lump-sum measurement will be for the entire item, unit of work, structure, or combination thereof, as specified herein and as indicated in the Contract Schedule of Quantities and Prices.
  - 1. Progress payments for lump-sum items or amounts in accordance with a well-balanced, detailed program of payment-apportioning in the Schedule of Values, prepared by the Contractor and submitted to Metro for approval. Such payment-apportioning may require modifications during the Contract term, as determined by Metro.
  - 2. The Schedule of Values for each lump-sum item shall show fixed definable and measurable quantities where possible and unit prices developed and assigned by the Contractor to the different features of the Work and major subdivisions thereof. The summation of extensions of quantities and unit prices and related costs shall equal the amount of the lump-sum price in the Contract Schedule of Quantities and Prices.

3. Applications for progress payments will be based on the approved Schedule of Values and from the approved progress schedule, reflecting the progress which occurred during the payment period as approved by Metro.

#### **1.08 MEASUREMENT OF QUANTITIES FOR UNIT PRICES**

- A. Measurement Standards: Work to be paid for at a Contract unit price per unit measurement, as indicated in the Contract Schedule of Quantities and Prices, will be measured by Metro in accordance with United States Standard Measure. A ton shall consist of 2,000 pounds avoirdupois.
- B. Measurement by Weight:
  1. Reinforcing steel, steel shapes, castings, miscellaneous metal, metal fabrications, and similar items to be paid for by weight shall be measured by scale or by handbook weights for the type and quantity of material actually furnished and used.
  2. Unless shipped by rail, material to be measured and paid for by weight shall be weighed on sealed scales regularly inspected by the California State Division of Measurement Standards or its designated representative, furnished by and at the expense of the Contractor. All weighing, measuring, and metering devices shall be suitable for the purpose intended and shall conform to the tolerances and specifications as outlined in the California Code of Regulations, Title 4, Chapter 9, and Division 5.
  3. Provide or utilize platform scales of sufficient size and capacity to permit the entire vehicle or combination of vehicles to rest on the scale platform while being weighed. Combination vehicles may be weighed as separate units provided they are disconnected while being weighed. Costs incurred as a result of regulating, adjusting, testing, inspecting, and certifying scales shall be borne by the Contractor.
  4. A licensed weigh master shall weigh all materials weighed on scales furnished by the Contractor. Metro may be present to witness the weighing and to check and compile the daily record of such scale weights. However, in any case, Metro will require that the Contractor furnish weight slips and daily summary weigh sheets. In such cases, furnish a duplicate weight slip or a load slip for each vehicle weighed and deliver the slip to Metro at the point of delivery of the material.
  5. If the material is shipped by rail, the certified car weights will be accepted, provided that only actual weight of material will be measured and not minimum car weights used for assessing freight tariff. Car weights will not be acceptable for material to be passed through mixing plants. Material to be measured by weight shall be weighed separately for each bid item under which it is to be paid.
  6. Trucks used to haul material being measured by weight shall be weighed empty daily and at such additional times as Metro may require. Each truck shall bear a plainly legible identification mark. Metro may require the weight of



the material verified by weighing empty and loaded trucks on such other scales as Metro may designate.

C. Measurement by Volume:

1. Measurement by volume will be by the cubic dimension indicated in the contract Schedule of Quantities and Prices. Method of volume measurement will be by the unit volume in place or removed as estimated from the Contract Drawings or as Specified.
2. When material is to be measured on a volume basis and it is impractical to determine the volume by the specified method of measurement, or when requested by the Contractor in writing and accepted by Metro in writing, the material may be weighed in accordance with the requirements specified for weight measurement. Such weights will be converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by Metro and shall be agreed to by the Contractor before such method of measurement of quantities will be accepted.

D. Measurement by Area: Measurement by area will be by the square dimensions shown on Contract Drawings or indicated in the Contract Schedule of Quantities and Prices, or as specified. Method of square measurement will be indicated on the plan view shown on Contract Drawings or as specified by Metro.

E. Linear Measurement: Linear measurement will be by the linear dimension listed on Contract Drawings or indicated in the Contract Schedule of Quantities and Prices. Unless otherwise indicated, items, components, or work to be measured on a linear basis will be measured at the centerline of the item in place.

F. Field Measurement for Payment:

1. Metro will compute all quantities of Work performed by the Contractor on a unit-price basis, for purposes of payment applications.
2. The Contractor shall assist Metro in the taking of measurements by providing all equipment, workers, and survey crews as required to measure quantities in accordance with the provisions for measurement specified herein and in Section 01 35 94 – Construction Engineering. Unless otherwise specified, all quantities shall be calculated using dimensions shown on the Approved for Construction (AFC) drawings. No allowance will be made for specified tolerances.

## **1.09 VALUES OF UNIT PRICES**

- A. Refer to Contract General Condition Article “Increased or Decreased Quantities”.

## **1.10 ALLOWANCES**

- A. Refer to Contract Special Provision Article “Provisional Sums”.

### **1.11 CONTRACT PAYMENTS**

- A. Refer to Contract Document entitled "Compensation and Payment".
- B. Work which is not clearly delineated in the Contract Documents to be under a particular line item in the Contract Schedule of Quantities and Prices (SQ&P) shall be automatically assigned to one of the lump-sum Construction items in the SQ&P by the Contractor, so that all items of work, regardless of their characteristics or anonymity, are included in the Contract Price. Additional compensation will not be made for such Work items that do not clearly fall under listed line items in the SQ&P.

### **1.12 REJECTED, EXCESS, OR WASTED MATERIALS**

- A. Quantities of material wasted or disposed of in a manner not called for under the Contract or quantities of material that fall under any the following categories will not be considered for additional compensation:
  - 1. Rejected loads of material, including material rejected after it has been placed by reasons of the failure of the Contractor to conform to the provisions of the Contract.
  - 2. Material not unloaded from the transporting vehicle.
  - 3. Material placed outside the lines indicated on the Contract Drawings or established by Metro.
  - 4. Material remaining on hand after completion of the Work will not be paid for, and such quantities shall not be included in the final total quantities.
  - 5. Loading, hauling, and disposing of rejected material.

### **PART 2 - PRODUCTS (NOT USED)**

### **PART 3 - EXECUTION (NOT USED)**

**END OF SECTION 01 20 00**

**SECTION 01 29 73**  
**SCHEDULE OF VALUES**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Preparing and submitting a Schedule of Values which is based on the Contract Schedule of Quantities and Prices (SQP), as referenced in Compensation and Payment Article – 'Progress Payments'. Should the Schedule be affected by Change Orders, Contractor shall prepare and submit an updated Schedule of Values.
- B. Schedule of Values for On-site Material: Detailed cost breakdown for materials that will be temporarily stored before being installed, and for which Contractor may seek partial payments.
- C. Contractor will be furnished a copy of the Metro's required Work Breakdown Structure Codes. These codes are the basis for reporting to Metro monthly status of scheduled activities within line items of the Contract Schedule of Quantities and Prices.

**1.02 RELATED SECTIONS**

- A. Section 01 20 00: Price and Payment Procedures
- B. Section 01 33 00: Submittal Procedures

**1.03 REFERENCES (NOT USED)**

**1.04 QUALITY ASSURANCE (NOT USED)**

**1.05 SUBMITTALS**

- A. Refer to Section 01 33 00 – Submittal Procedures, for submittal requirements and procedures.
- B. Schedule of Values as indicated in Compensation and Payment Article, Progress Payments.
- C. Identify items in Schedule of Values and Material Allowances with Construction Code of Accounts and Line Item number from Schedule of Quantities and Prices,
- D. Upon request by Metro, support values given with data which will substantiate correctness of values.
- E. Schedule of Values will be used only as a basis for Contractor's Application for Progress Payment.

## **1.06 DEFINITIONS (NOT USED)**

## **1.07 REVIEW AND RE-SUBMITTAL**

- A. If review by Metro indicates changes to the Schedule of Values are required; revise and resubmit Schedule of Values in same manner as original Schedule of Values was prepared and submitted.

## **PART 2 - PRODUCTS (NOT USED)**

## **PART 3 - EXECUTION**

### **3.01 PREPARING SCHEDULES OF VALUES**

- A. Break down line item amounts identified in the Contract Schedule of Quantities and Prices as follows:
  - 1. Delivered cost of product, with taxes paid
  - 2. Total installation cost, with overhead and profit
- B. Break down costs of each lump sum and unit price line item to the list of major products and major operations for which Contractor is seeking to receive progress payments to recover the amount for that line item.
- C. Breakdown lump sum costs for pipe/duct to include, but not limited to, the following:
  - 1. Sawcutting
  - 2. Shoring
  - 3. Trench Excavation
  - 4. Pipe/Duct Installation
  - 5. Backfill
  - 6. Street/Sidewalk Restoration
  - 7. General Requirements
  - 8. Mobilization
- D. Mobilization shall be no more than 10% of the contract value to be paid equally over the first two months of the contract.
- E. General Requirements shall be no more than 20% of the contract value paid in equal installments over life of contract.

### **3.02 PREPARING SCHEDULE OF ON-SITE MATERIAL ALLOWANCES**

- A. Provide separate schedules of unit prices, one for products that will be stored on the Worksite and one for products stored off the Worksite. Schedules shall show quantities and types of products that will be stored.
- B. Allowances consist of only the net cost of the product, the cost of delivery and unloading at the storage site, and the cost of sales taxes.

**END OF SECTION 01 29 73**





**SECTION 01 31 19**  
**PROJECT MEETINGS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Attendance by Contractor, its Project Manager or Superintendent, Safety Engineer, Design Engineer and others as required, at meetings scheduled by Metro for collection and dissemination of information related to Contract.

**1.02 RELATED SECTIONS**

- A. Section 01 35 23: Worksite Safety Requirements
- B. Section 01 35 53: Worksite Security Requirements
- C. Section 01 43 20: Project Quality Program Requirements - Design/Bid/Build

**1.03 REFERENCES (NOT USED)**

**1.04 QUALITY ASSURANCE**

- A. Comply with Project Quality Program Requirements (see 1.02 above).

**1.05 SUBMITTALS**

- A. Submit Meeting Minutes (as applicable) and 3-week Look Ahead Schedules.

**1.06 DEFINITIONS**

- A. Safety and Security Contact: A short story or anecdote which highlights a safety or security issue or tip. The topic may be related to work, home, or other activities.
- B. 3-week Look Ahead Schedule: A bar chart schedule that shows current and upcoming construction and submittal activities over the next three weeks. Include all relevant and critical activities and any potential impacts, activities of adjacent projects, and other 3<sup>rd</sup> party activities.

**1.07 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Contractor shall prepare minutes of each meeting and distribute them to each of the participants.
  - 2. Contractor shall notify Metro of proposed safety and security meetings. Metro will advise Contractor about Contract-related safety and security information, safety and security meetings and safety and security-related issues.

## **PART 2 - PRODUCTS (NOT USED)**

## **PART 3 - EXECUTION**

### **3.01 GENERAL REQUIREMENTS**

- A. In compliance with Metro's Safety 1st Program, all meetings held as part of the completion of the Work shall begin with a Safety and Security Contact. Safety and security issues shall then be the first item of substance discussed as part of each meeting's agenda. Introductions of attendees and review/approval of the minutes of previous meetings may be conducted between the Safety and Security Contact and the discussion of safety and security issues.

### **3.02 DESIGN MEETINGS (NOT USED)**

### **3.03 PRE-CONSTRUCTION MEETINGS**

- A. A Pre-construction Meeting will be scheduled by Metro after receipt of required signed Contract Documents, before issuing Notice to Proceed. Purpose of the meeting is to introduce Metro's Representatives and 3<sup>rd</sup> Party Representatives for Project Management, Safety, Security and Quality Assurance to their counterparts in Contractor's organization and to establish lines of communication between these representatives.

### **3.04 SPECIAL MEETINGS**

- A. Special Meetings between Metro and Contractor will be scheduled by Metro throughout course of construction as Metro deems necessary.

### **3.05 INITIAL CONSTRUCTION MEETING**

- A. Initial Construction Meeting will be scheduled by Metro not more than seven working days after the effective date of the Notice to Proceed.
- B. Metro will distribute notice of meeting, along with agenda of subjects to be addressed.
- C. Agenda Part 1 (Metro – presented items):
  - 1. Safety and Security Contact
  - 2. Review of safety and security issues, programs, goals and objectives.
  - 3. Review Quality Assurance and Inspection issues, programs, goals and objectives.
  - 4. Review Equal Employment Opportunity (EEO) and affirmative action requirements along with Public Affairs functions.
  - 5. Review requirements of labor provisions stipulated by U.S. Department of Transportation (DOT).

6. Review and discuss laws, codes, traffic regulations, noise mitigation requirements, permit requirements of public agencies and their regulations.
  7. Review and discuss responsibilities and authorities of Metro, and its consultants.
  8. Review and discuss procedures for processing Change Notices, Change Orders, Configuration Management, Shop and Working Drawings, Product Data and Samples.
  9. Discuss monthly estimate cut-off dates and progress payments.
  10. Discuss schedule and cost control.
  11. Discuss partial and final payments.
  12. Discuss Community Relations procedures and protocols.
- D. Contractor's Project Manager/Superintendent, Lead Safety Representative, Quality Manager, EEO Office, Subcontractor Representatives, and Public Affairs representatives shall attend meeting.
- E. Agenda Part 2 (Contractor-presented items):
1. Introduce Contractor's representatives, its organizational structure and briefly describe each person's responsibilities.
  2. Introduce Contractor's Safety and Security Program, goals and objectives.
  3. Introduce Contractor's Project Quality Control and Assurance Program, goals and objectives.
  4. Distribute and discuss list of major Subcontractors, sequence of critical Work, and tentative schedule of construction.
  5. Discuss submittals and required reports.
  6. Discuss use of office, storage areas, construction areas and temporary easements.
  7. Define housekeeping procedures.
  8. Discuss construction methods.
  9. Describe Contract construction sequencing, general Worksite layout, erosion and sedimentation control plans, haul routes, noise, air and water pollution control, temporary street closing, and street restoration.
  10. Discuss coordination and notification for utility Work.
  11. Discuss deliveries and priorities of major equipment.
  12. Discuss breakdown of lump sum items.

13. Discuss Construction Progress Schedule.

### **3.06 INITIAL SAFETY, SECURITY, AND QUALITY ASSURANCE MEETING**

- A. Initial Safety, Security and Quality Assurance Meeting will be scheduled by Metro no later than seven working days after initial construction meeting.
- B. Agenda:
  - 1. Safety and Security Contact
  - 2. Metro to discuss timely submittal of Contractor's Worksite Safety and Security Requirements and Injury Prevention Plans required under Sections 01 35 23 – Worksite Safety Requirements, to be approved by Metro prior to the Contractor commencing Work upon Section 01 35 53 – Worksite Security Requirements, and introduce Metro's construction safety staff.
  - 3. Metro to discuss submittal of Contractor's Security plan as required by Section 01 35 53 – Worksite Security Requirements.
  - 4. Metro will review and discuss Quality Control, inspection, and coordination of Work with Metro's system as a whole, and introduce Metro's Quality Assurance/Quality Control (QA/QC) staff.
  - 5. Contractor shall present plans for compliance with Safety and Quality Assurance requirements, including, but not limited to, job site safety and injury prevention, emergency response and medical aid plans, job site safety staff, job site security measures, and Quality Assurance Plans.
  - 6. Metro will review and discuss Metro's insurance requirements, incident reporting procedures and provide emergency contact list.

### **3.07 CONSTRUCTION PROGRESS MEETINGS**

- A. Construction Progress Meetings will be scheduled by Contractor weekly and more often as necessary for competent and timely execution of Contract.
- B. Perform the following:
  - 1. Distribute notices of meetings and 3-week Look Ahead Schedule before such meeting, to Subcontractors engaged in construction, and those expected to be engaged in Work before next scheduled meeting, and to Metro.
  - 2. Have designated personnel listed in Initial Construction Meeting attend.
- C. Agenda
  - 1. Safety and Security Contact
  - 2. Introduce new attendees and areas of responsibility.
  - 3. Review minutes of previous meetings, amend minutes if necessary, and approve minutes.



4. Safety and security issues.
  5. Quality issues.
  6. Public affairs.
  7. Third party coordination.
  8. Discuss the 3-week Look Ahead Schedule. Analyze Work accomplished since previous meeting, coordination of Work with other Contracts, offsite fabrication problems, product delivery problems, submitted schedule slippages, problems arising from proposed changes, and other circumstances which might affect progress of Work.
  9. Discuss sequence of Work on critical path, and schedule of construction using Progress Schedule.
  10. Discuss corrective measures to maintain construction schedule when necessary.
  11. Discuss upcoming scheduled Work.
  12. Discuss observations, problems, quality, and employee work-related standards.
  13. Discuss coordination of utility Work.
  14. Discuss changed conditions, associated costs, time extensions and other relevant subjects as required.
- D. Answer inquiries, requests for information or requests for solutions of problems presented during such meetings. When possible, during meeting; resolve those issues that are not answered during previous meetings. Document and deliver in person or by email to the person requesting information within 7 calendar days of close of the meeting. Record answers provided orally at meetings in the meeting minutes.

### **3.08 SPECIALIZED DESIGN AND CONSTRUCTION PERFORMANCE MEETINGS**

- A. Conduct weekly technical meetings with Metro's technical staff to assess performance of the Work.
- B. Contractor shall supply all data to Metro in advance of the technical meeting.

### **3.09 TOOL BOX MEETINGS**

- A. Conduct Tool Box meetings in compliance with Section 01 35 23 – Worksite Safety Requirements, and Metro approved Contractor's job-specific Injury and Illness Prevention Program.

### **3.10 READINESS REVIEW MEETINGS**

- A. Conduct Readiness Review meetings in accordance with Project Quality Program Requirements (see 1.02 above).

### **3.11 PUBLIC MEETINGS**

- A. The Contractor shall participate in as many as five community meetings to discuss schedule and Means and Methods.

**END OF SECTION 01 31 19**

## **SECTION 01 32 16**

### **BAR GRAPH SCHEDULE**

#### **PART 1 - GENERAL**

##### **1.01 DESCRIPTION**

- A. The Work specified in this Section consists of developing and maintaining an accurate Bar Graph Schedule in sufficient detail to show logical sequence in which Contractor proposes to carry out all Work required under this Contract. It is the Contractor's responsibility to effectively plan, schedule, manage and execute the construction of the Work in accordance with Contract Drawings and Specifications.

#### **PART 2 - PRODUCTS**

##### **2.01 SUBMITTALS**

Submit one hard copy original and an electronic copy of Schedule. Provide specified submittals to Metro for review and acceptance.

- A. Baseline Bar Graph Schedule submittal - Submit Baseline Bar Graph Schedule, and corresponding narrative describing Contractor's approach for meeting required completion dates, to Metro within fourteen (14) days after date of Notice to Proceed (NTP). Upon receipt of Metro comments, discuss and collaborate with Metro the appraisal and evaluation of proposed Schedule and make necessary revisions resulting from review and resubmit the revised Schedule within five (5) days.
- B. Monthly Update Bar Graph Schedule submittal – Submit Monthly Update Bar Graph Schedule submittal, with status as of the end of the month-end report cutoff date as designated by Metro, within five (5) days after the month-end report cutoff date.
- C. As-Built Schedule submittal - Submit As-Built Schedule covering Work performed under this Contract within fifteen (15) days after Substantial Completion. As-Built Schedule is to be certified by Contractor's project manager as being in accordance with all Contract Work performed. The As-built Schedule submittal is a condition precedent for the release of any applicable retainage at Substantial Completion.

##### **2.02 BASELINE BAR GRAPH SCHEDULE**

- A. Computer generated tabular reports listing responsible party, activity descriptions, durations, float and planned or actual start and finish dates.
- B. Computer generated bar graph schedule and electronic file with interrelationships and critical path shown.
- C. Written narrative of Schedule assumptions corresponding with activities and sequencing as appropriate.

### **2.03 MONTHLY UPDATE BAR GRAPH SCHEDULE**

- A. Computer generated tabular reports listing responsible party, activity descriptions, original and remaining durations, float, percent complete, and planned or actual start and finish dates.
- B. Computer generated bar chart and electronic file with interrelationships and critical path shown.
- C. Update to narrative of Schedule assumptions corresponding with activities and sequencing as appropriate. Include explanations for any changes in activity duration and logic.

### **2.04 AS-BUILT SCHEDULE**

- A. Computer generated tabular reports listing activity descriptions, actual durations, and actual start and finish dates.
- B. Computer generated bar chart with interrelationships and critical path shown.
- C. Certification from Contractor's Project Manager that As-Built Schedule submitted in accordance with this Section is true and accurate.

## **PART 3 - EXECUTION**

### **3.01 BASELINE BAR GRAPH SCHEDULE**

- A. Identify all activities required to complete the Work. Activities are discrete items of Work that must be accomplished under Contract and when complete, produce definable, recognizable entities or stages of work associated with Contract deliverables.
- B. Identify activities for deliverables identified in the master list of submittals for submittal and approval of material samples, acceptance of Shop Drawings, procurement of critical material and equipment, fabrication of special materials, equipment, installation, testing, and/or delivery of Metro-furnished items as applicable. Schedule shall reflect activities performed by Metro that may affect progress of other similarly involved third parties.
- C. Include a time-scaled Bar Graph.
- D. Include month-end report cutoff date (data date).
- E. Include title block, revision block, Contract number and legend.
- F. Identify sequence or phase in which Work is to be accomplished.
- G. Identify start or completion dates based on the Contract. Define milestone events as scheduled dates specified in Special Provisions. Each start milestone event constrains the start of dependent activities. Failure to include any element of Work required for performance of this Contract shall not excuse Contractor from completing Work required to achieve applicable completion milestone event, notwithstanding acceptance of Baseline Bar Graph Schedule submittal.

- H. Include written narrative sufficient to explain basis of Contractor's determination of duration and describe Contractor's approach for meeting required final completion date. Include estimated quantities and production rates, hours per shift proposed, and work days per week within the written narrative. Identify work items that may be expedited by use of overtime or additional shifts. Identify and explain sequencing and other constraints such as manpower, material, and equipment. Include listing of holidays and/or special non-work days.
- I. Contractor agrees that, if Contractor's Baseline Bar Graph Schedule duration is less than time allowed by Contract for completion of Work, Contract completion time shall be shortened only by a change order to equal Contractor's proposed Baseline Bar Graph Schedule duration.
- J. If requested by Metro, provide major subcontractor and fabricator schedules.

### **3.02 MONTHLY UPDATE BAR GRAPH SCHEDULE**

At end of each month following NTP, submit to Metro a Monthly Update Bar Graph Schedule with data as of the month-end report cutoff date. Participate with Metro in monthly meetings on dates and at locations as directed by Metro. Purpose of meetings is joint review discussion and agreement on Schedule progress. Schedule progress shall specifically include:

- A. Actual completion dates for activities completed during report period.
- B. Actual start dates for activities started during report period.
- C. Estimated remaining duration for activities in progress.
- D. Estimated start dates for upcoming activities scheduled to start during month following the report period.
- E. Changes in durations of activities and minor changes in sequencing.
- F. Activities not included in Baseline Bar Graph Schedule submittal.
- G. Include the Baseline Bar Graph schedule as a target line in the Monthly Update Bar Graph Schedule.
- H. If the Monthly Update Bar Graph Schedule indicates an actual or potential delay to Contract completion date as specified under Special Provisions, treat delays in the narrative in one of following ways:
  - 1. If delay is within Contractor's scheduling control, (e.g., normal weather conditions, crew inefficiency, or underestimated duration), identify problem, cause, and work items affected and provide explanation of proposed corrective action to meet completion date.
  - 2. If delay is not within Contractor's scheduling control, identify problem, cause, and potential duration for specific work items affected.
- I. Extensions of time for Contract performance as specified in Contract will be granted only to extent required for equitable time adjustments for affected



activities. Any delays of activities are not a basis for time extension to Contract unless, and until, such delayed activities are resolved as set forth in General Conditions Article, Extension of Time.

### **3.03 AS-BUILT SCHEDULE**

After Contract work items are complete, submit As-built Bar Graph schedule reflecting Contract as-built work.

- A. Show all activities, including added activities.
- B. Activity Duration - Actual number of workdays during which work was performed on activities.
- C. Activity Start/Finish Dates - Reflect actual dates work started and finished as mutually agreed upon by Contractor and Metro.

**END OF SECTION 01 32 16**

**SECTION 01 32 23**  
**GRADES, LINES AND LEVELS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Establishing grades, lines and levels, excepting primary control monuments and bench marks indicated on Survey Control Monumentation Drawings.

**1.02 RELATED SECTIONS**

- A. Section 01 33 00 Submittal Procedures
- B. Section 01 43 10 Project Quality Program Requirements - Design/Bid/Build

**1.03 REFERENCES (NOT USED)**

**1.04 QUALITY ASSURANCE**

- A. Comply with Section 01 43 10 Project Quality Program Requirements – Design/Bid/Build.
- B. All surveys performed for right of way, grading, alignments and profile grades shall be under supervision and direction of a Professional Land Surveyor licensed in the State of California.

**1.05 SUBMITTALS**

- A. Refer to Sections 01 33 00, Submittal Procedures.
- B. Federal Geographic Data Committee (FGDC)
  - 1. Standard 007.2-1998, Geospatial Positioning Accuracy Standards, Part 2: Standards for Geodetic Networks
- C. Additional survey control points including for building monitoring
- D. Standards selected

**1.06 DEFINITIONS (NOT USED)**

**PART 2 - PRODUCTS**

**2.01 WHERE APPLICABLE:**

- A. Record of survey per State of California Professional Land Surveyor's Act Code of Regulations Section 8762
- B. Record of survey Map per State of California Professional Land Surveyor's Act Code of Regulations Section 8764.

## **PART 3 - EXECUTION**

### **3.01 CONSTRUCTION LINES AND GRADES**

#### **A. Monument Preservation**

1. Prior to the beginning of any construction, Contractor must comply with US Sec. 1858 and State of California Professional Land Surveyor's Act, and other applicable laws regarding vertical and horizontal survey monument preservation. See Section (3.01)(A)(8) and Section (3.04)(C).
2. To ensure survey monument preservation, Contractor shall protect and/or perpetuate any City/County/CalTrans Survey Facility affected by the project including, but not limited to, benchmarks, monuments, corner ties, nail and tins, right-of-way corners, boundary monuments, brass disks, etc. as accepted by the City, prior to disturbance. The City shall be notified and a Corner Record or Record of Survey must be filed with the County Surveyor prior to construction. In addition, City Monument Tie Notes shall be filed in order appropriately to achieve full compliance with state law.

#### **B. Metro has established horizontal and vertical primary control for Work.**

1. If it becomes necessary to remove or disturb a primary control point, notify Metro before removing or disturbing control point.
2. If, in opinion of Metro, primary stakes, monuments, marks or points are carelessly or willfully disturbed by Contractor, cost to Metro of replacing such stakes, monuments, marks or points will be charged against Contractor and be deducted from payment for Work.
3. Additional compensation or extension of time will not be granted for suspending the Work to enable Metro to reestablish primary controls. The Contractor may install additional control points for his own purposes at no additional cost to Metro.

#### **C. Proceed from controls established by Metro to make surveys and layouts as necessary to conform to requirements of Contract Documents.**

1. Make surveys for proper performance of Work in accordance with applicable standards and procedures established by Federal Geodetic Control Committee's Specifications to support classification, standards of accuracy, and general specifications of geodetic control surveys, as found in FGDC-STD-007.2-1998 that supersedes all previous standards.
2. Notify Metro of classification and standards selected to perform Work to assure uniformity of surveys between Contractor and Metro. As part of such surveys, furnish, establish and maintain in good order survey control points required for completion of Work, subject to acceptance of Metro as to their location, sufficiency and adequacy.
3. Confirm street centerline as shown on Project Definition Drawings. Information shown on Right-of-Way Map is not a survey of the land. Data shown were

compiled from public sources and control survey which requires updated field verification. Record of survey to be provided as necessary per State of California Professional Land Surveyor's Act Code of Regulations Section 8762 through 8774.5.

- D. Furnish skilled labor under supervision of a registered Civil Engineer or Land Surveyor, licensed in California, including, but not limited to, instrument platforms, ladders, other temporary structures, special lights or groups of lights and electric power as necessary for making and maintaining points, lines and grades in connection with surveys performed by Metro.
- E. Obtain approval by Metro on major survey control points set by Contractor before laying out building settlement reference points (as applicable) and cast-in-place concrete control.
  - 1. Minimum of 72 hours advance notice is required.

**END OF SECTION 01 32 23**





## **SECTION 01 33 00**

### **SUBMITTAL PROCEDURES**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Requirements and procedures for submitting documents defined herein, for review and approval by Metro and/or relevant City Department/Bureau. Metro maintains right and responsibility to review submittals for quality control effectiveness, timeliness, certification, and compliance with Contract Documents and Metro Rail Design Criteria.

##### **1.02 RELATED SECTIONS**

- A. Section 01 43 20: Project Quality Program Requirements
- B. Section 01 78 39: As Built Drawings and Current Status Documents

##### **1.03 REFERENCES**

- A. Metro Rail Design Criteria CADD Standards
- B. American National Standards Institute (ANSI):
  - 1. ANSI Y14 Series - American Drafting Standards
- C. Metro Rail Design Criteria – All 13 Sections

##### **1.04 QUALITY ASSURANCE**

- A. Comply with Project Quality Program Requirements (see 1.02 above).
- B. Prepare Design Drawings, Shop Drawings, Working Drawings and record documents to high standards of quality as set forth in referenced standards specified in Article 1.03. Refer to section 01 78 39 - As-Built Drawings and Current Status Documents; for marking drawings for preparation of As-Built and Project Record Documents.

##### **1.05 SUBMITTALS**

- A. Design Documents: As defined in General Conditions Article Glossary of Terms. Include a narrative description of the file organization and a drawing list including file name, drawing number, and sheet number, if applicable.
- B. Shop Drawings: As defined in General Conditions Article Glossary of Terms.
- C. Working Documents: Contractor's plan for temporary equipment or structures such as decking, temporary bulkheads, support of excavation, support of utilities, ground water control, and forming and falsework; and for such other Work as may be required for construction but do not become an integral part of permanent Work.
  - 1. Submit working drawings signed and stamped, and associated calculations as required by Specification Sections for temporary Work which will not become part of permanent structures included in this Contract.

2. Provide cross-reference to Construction Drawing numbers. Use a Working Drawing sheet with a maximum size of 22 inches by 34 inches.
  3. Have Working Drawings prepared, stamped and signed by registered engineer of the involved discipline, currently licensed as a professional engineer in the State of California.
  4. Verify field measurements and coordinate with pertinent Contract Drawings from other Contracts, where applicable.
  5. Do not begin Work for which Working Drawings and associated calculations are required until drawings and calculations have been reviewed by Metro and/or relevant City Department/Bureau; Metro's exceptions, if any, have been addressed, and submittals have been returned to Metro with the required Contractor's and Engineer of Record's approval stamps and signatures.
  6. Distribute copies of Working Drawings and calculations after Metro and/or relevant City Department/Bureau's review and, if required, its approval.
- D. Engineering Calculations: Where required by these specifications, signed and stamped by the Engineer of Record, registered engineer licensed in the State of California for the involved discipline. Prepare calculations, required by specifications Sections on 8-1/2 inches by 11 inches sheets. When calculations accompany drawings in a submittal, the body of the calculations must contain cross-referencing to the individual drawing to which the page of the calculations pertain.
- E. Permits, Third Party Inspection Reports, Third Party Sign-offs: Documentation that provides verification of third party permission to Work and approval of Work during Construction and at Project Completion.
- F. Certifications and Documentation: As identified in the specifications, certificates or certified test results that demonstrate proof of compliance with Specifications for products, materials, equipment, systems, and qualifications of personnel, manufacturers, fabricators and installers. Documentation required by Contract Documents including miscellaneous items such as delivery tickets, batch tickets and bills of materials.
- G. Test Procedures and Reports: Provide Test procedures for review and Approval by Metro and/or relevant City Department/Bureau before commencement of testing.
1. Provide test reports in approved format for review by Metro and/or relevant City Department/Bureau or Third Party.
  2. Refer to Specification Section 26 08 00 - Test Support/Start-Up, and those individual Sections relating to specific mechanical and electrical equipment for further testing requirements.
- H. Manufacturer/Product Data: Standard schematics and drawings, stamped calculations and product data, and manufacturer's literature, catalog cuts, and Material Safety Data Sheets (MSDS), for each type of material used in Work.
1. Modify manufacturers' standard schematic drawings to delete information which is not applicable to the Contract. Supplement standard information with additional information applicable to this Contract.

2. Modify manufacturers' standard catalog cuts, brochures, diagrams, schedules, performance charts, illustrations, calculations, and other descriptive data to delete information that is not applicable to the Contract. Failure to comply with this requirement will result in rejection of the submittal. Indicate dimensions, clearances, performance characteristics, capacities, wiring and piping diagrams, controls, and other information as required.
  3. Modify manufacturer's printed installation, erection, application and placing instructions to delete information that is not applicable to the Contract.
  4. Include appropriate information as required herein.
  5. Submit Certificates of Compliance for those products called out in the Contract Documents not later than 30 days before products are installed. Have copy of certificate accompany the product for which the certificate is prepared. Include on the certificate:
    - a. Affirmation that the product complies with respective requirements indicated.
    - b. Submittal date, Contractor's name and address, Contract Title and Number, product represented and its location in the Contract, producer's name, product trade name and catalog number, place of product origin, test date, testing organization's name and address, and quantity of the product furnished.
  6. Signature of an officer or other authorized representative of the manufacturer or producer.
- I. Permanent Materials Data, Mock-ups, and Samples:
1. Submit samples of sizes and quantities to clearly illustrate full color range and functional characteristics of products and materials, including attachment devices. Indicate country of origin.
  2. Erect field samples and mock-ups at the Worksite as specified in these specifications, submitting substitutions, at locations acceptable to Metro and/or relevant City Department/Bureau.
  3. Include appropriate information and have product data accompany samples.
  4. Right is reserved to require submission of samples or site mock-ups of any material whether or not such material has been previously approved for use elsewhere on the Project.
- J. NOT USED
- K. The Contractor shall submit and obtain approvals from the appropriate departments of the City and County of Los Angeles and all other third parties.
- L. Construction Schedule: Refer to Section 01 32 16 – Bar Graph Schedule.
- M. Progress Payments: Refer to Contract Section Compensation and Payment Provisions.

## **1.06 DEFINITIONS – (NOT USED)**

## **1.07 SUBSTITUTIONS**

- A. Substitutions consists of preparing, submitting, amending and updating lists of products or methods of construction which the Contractor proposes to furnish and install instead of those indicated.
- B. Propose substitutions in accordance with provisions indicated and include documentation on methods of construction, materials, products and supplies which are proposed for substitution instead of items shown or methods indicated or implied in the Contract Documents.
- C. Equipment, material or products proposed as alternates or proposed due to commercial unavailability of a listed product, material or item of equipment, will not be considered as a substitution.
- D. Substitutions indicated, or implied, on Shop Drawings or product data submittal will not be considered unless a request for substitution has been submitted in conformance with this Section.
- E. The list of materials, products and supplies, and the list of methods of construction for substitution of those indicated will be considered only if those requests have been submitted. Approval of substitute items or methods will be only for characteristics and the use named in the approval. This approval will not be interpreted as a modification of Contract Documents, nor to establish approval of products and methods for other portions of Metro's System. Approval of a substitution does not relieve the Contractor of responsibility of fulfilling requirements of the Contract Documents. Metro and/or relevant City Department/Bureau will judge quality and suitability of substitute items or methods and its decision is final. If use of substitute products or methods involves redesign of other parts of the Work, perform redesign and submit for approval by Metro and/or relevant City Department/Bureau. Bear the cost and time of redesign and include the direct cost of evaluating substitutions by Metro and/or relevant City Department/Bureau.
- F. Include the following information with documentation for materials, products and supplies:
  - 1. Complete data substantiating compliance of proposed substitution with requirements of the Contract Documents.
  - 2. Identification of materials, products or supplies, including manufacturer's name, address, catalog name and number.
  - 3. Installation characteristics, installation drawings and manufacturer's literature, including product description, performance and test data, and reference standards if pertinent.
  - 4. Name and address of projects on which the product was used under similar circumstances, and date of installation.
  - 5. Itemized comparison of proposed substitution with the item specified. Include in a tabular form differences in materials, size, finish, estimated life, estimated maintenance, availability of spare parts and repair services, energy

consumption, performance capacity, salvageability and manufacturer's warranties.

6. Effect of change on Construction Schedule.
  7. Accurate cost data for the proposed substitution in comparison with the product specified.
  8. Equitable adjustment and credit which the Contractor proposes to offer Metro.
  9. When applicable or requested by Metro and/or relevant City Department/Bureau, provide off-the-shelf samples of the specified item and the proposed substitution.
- G. Certify the following when making a request for substitution:
1. Personally investigate the proposed item and determined it to be equivalent, or superior, to that indicated; and update information as new or different data becomes known to him.
  2. Furnish the same warranty for substitution as for the product specified.
  3. Coordinate installation of the accepted substitution into the Work, and make those changes, subject to acceptance by Metro and/or relevant City Department/Bureau, required for the Work to be complete in all respects.
  4. Waive claims for additional cost and time related to the substitution.
  5. Provide complete cost data, including related costs and time, except the costs of Metro and/or relevant City Department/Bureau's for redesign or review of the Contractor's design.
  6. Provide log detailing efforts to obtain specified products before efforts to obtain proposed substitution.
- H. Include the following information in documentation for construction methods:
1. Detailed description of proposed methods.
  2. Working Drawings illustrating the methods.
- I. Itemized comparison of proposed substitute methods with methods shown, with product implied or specified. Include differences in estimated time for execution, labor, materials; revisions to construction process; and cost.

## **1.08 CHANGES**

- A. Proposed by Contractor to items listed in approved submittals will not be permitted unless those changes have been submitted and accepted in writing, by Metro and/or relevant City Department/Bureau.



## **PART 2 - PRODUCTS**

### **2.01 MASTER LIST OF SUBMITTALS**

- A. Identify submittals, including Contractor Drawings as required and determine date on which each submittal is required in conformance with schedules specified in Section 01 32 16 – Bar Graph Schedule.
  - 1. Within 14 days after effective date of Notice To Proceed, furnish a master list of submittals required by Specifications and Contract Drawings, with corresponding submittal dates which match milestones listed in detailed contract schedule from Section 01 32 16 – Bar Graph Schedule. Allow for not less than 30 day cycles for review of each submittal by Metro and/or relevant City Department/Bureau. Note the individual Specification Sections may indicate longer lead for Metro review before Work may begin.
  - 2. Furnish List of Deliverables in electronic formats as described in Article 2.02.
  - 3. Do not start Work on items until required submittals are reviewed and Approved.

### **2.02 SUBMITTAL FORMAT AND INSTRUCTIONS**

- A. Submit project data electronically in following formats:
  - 1. Drawing files in Adobe PDF (searchable, non-scanned wherever possible) 11x17 page format.
  - 2. E-mail, letters, spreadsheets, and charts in Microsoft Office format (Outlook, word, Excel, PowerPoint) and Adobe PDF (searchable, non-scanned wherever possible).
  - 3. Other documents, pictures, graphs, and like items, in Adobe PDF (searchable, non-scanned wherever possible) format (tif or jpeg as an alternative).
- B. Los Angeles County Metropolitan Transportation Authority (Metro) has deployed Program Management Information System (PMIS) to facilitate project tracking, administration and management reporting.
  - 1. System utilized latest version of Oracle Primavera software that has been configured to support project reporting requirements of Metro.
    - a. Manage project administration, document control, cost and change management using Oracle Primavera Contract Management.
    - b. Manage project scheduling.
    - c. In some instances, project collaboration, document submittals and schedule updates may be done through Oracle Primavera ePPM (P6 web) or Metro specific custom data entry system.
  - 2. Prepare and manage project documents, including but not limited to, Requests for Information (RFIs) Requests for Change (RFCs), submittals, change proposals, and other required deliverables in document being printed in searchable (non-scanned wherever possible) Adobe PDF format.

3. Submit documents to Metro using Contract Management Interface (CMI) via web (address to be provided)
  4. Input RFIs and RFCs directly into CMI.
  5. Contractor will be provided with instructions and training for submitting documents through CMI.
  6. Contractor will be issued a log in name and password by Metro for access to CMI.
- C. Drawings: Show following information:
1. Title block.
  2. Drawing title, date and revision dates, scale, and consecutive drawing number.
  3. Contract title and number.
  4. Drawing number using codes in attached.
  5. Contract drawings cross-referenced to Shop Drawings and vice versa.
- D. Design Drawings:
1. Create drawings in accordance with Metro CADD Standards.
  2. Drawing size 22" x 34", unless otherwise approved by Metro.
  3. Title block including title of drawing and engineering contractor and sub-contractor logo and or identification, firm address, phone and fax numbers.
  4. Drawing title, date and revision dates, scale and consecutive drawing numbers.
  5. Contract title and number.
  6. Project number.
  7. Drawing number using codes in attached Appendix A.
  8. Professional Engineer Seal, expiration date, and signature of a registered engineer, currently licensed in the State of California for the involved discipline.
  9. Design drawing requirements for City or County and Third Party jurisdiction shall comply with their standards and requirements.
- E. Submittals:
1. Names of Contractor, subcontractors, suppliers, manufacturers and, when applicable, the Professional Engineer Seal, expiration date, and signature of a registered engineer, currently licensed in the State of California for the involved discipline.
  2. Identification of product by description, model number, style number, serial number or lot number, and finish numbers.

3. Subject identification by section of Specification and paragraph number.
  4. Relation to adjacent structures or materials.
  5. Field dimensions, clearly identified as such.
  6. Applicable standards, such as ASTM or Federal Specification numbers.
  7. Identification of deviations from Contract documents.
  8. Contractor's stamp, signed and dated, certifying:
    - a. Submittal complies with Contract requirements.
    - b. Verification of field measurements.
    - c. Verification of subcontractors Work for accuracy.
    - d. Compatibility of the Work shown thereon with affected trades and other Contracts.
  9. Submittals to Third Parties shall comply with their standards and requirements.
- F. Action Block: Include blank space, five inches, in lower right corner, just above title block, in which Metro and/or relevant City Department/Bureau may indicate action taken. Shop Drawings without this space will be returned, without review for compliance.
- G. Make submittals, including subsequent submittals, sufficiently in advance so review may be made by Metro and/or relevant City Department/Bureau at least 30 calendar days before commencement of related Work.
- H. Unless specified otherwise, transmit submittals at least 30 calendar days before commencement of related Work. If For Record Only Submittals are transmitted less than 30 calendar days before commencement of related Work, obtain Metro or appropriate Third Party having jurisdiction approval prior to commencement of Work. For Review and Approval Submittals, do not start Work until required submittals are approved by Metro or appropriate Third Party having jurisdiction.
- I. Unless specified otherwise, allow 30 calendar days for review of each submittal by Metro and/or relevant City Department/Bureau, City or Third Party for scope of Work within Third Party's jurisdiction.
- J. Ship submittals prepaid, by overnight express delivery or hand carry to Metro.
- K. Accompany submittals with a Submittal Transmittal Form containing the following information:
1. Contractor's name, address, telephone number and for home office or field office.
  2. Submittal number based on section of Specification and Article number.
  3. Contract title and number.

4. Supplier's, manufacturer's or subcontractor's name, address and telephone number.
  5. Subject identification.
  6. Identification of deviations from Contract documents, if any, for which the Contractor seeks approval.
  7. Copy of subcontractor's or supplier's transmittal to Contractor.
  8. List of all city agencies or Third Parties receiving copies.
- L. Provide sufficient data with subsequent submittals initiated by the Contractor for consideration of corrective procedures for review. Make subsequent submittals in the same manner as initial submittals.
- M. Illegible, incomplete, or partial submittals will be returned to the Contractor without review.
- N. Substitution or Deviations: Clearly indicate on both the transmittal letter/cover sheet and the affected document (including all affected pages and drawings) "SUBSTITUTION" or "DEVIATION" in 1/2-inch minimum size diagonal letters.

## **2.03 QUANTITIES**

- A. The number of items submitted shall be at least:
1. Documents: Six for documents larger than 11 x 17 inches, unless otherwise specified.
  2. Others: One copy each, unless otherwise specified.

## **PART 3 - EXECUTION**

### **3.01 CONTRACTOR'S REVIEW**

- A. Review submittals, stamp and sign as reviewed and approved, before submission to Metro and/or relevant City Department/Bureau. Failure to comply with this requirement will result in immediate return of submittal without review.

### **3.02 METRO'S AND CITY'S REVIEW**

- A. Submittals shall be through Metro. Metro shall coordinate responses from City of Beverly Hills and provide a single response to the Contractor.
- B. Submittals will be reviewed for conformance to requirements of Contract Documents.
1. Review of separate item will not constitute review of assembly in which the item functions.
  2. Review will not relieve Contractor from his responsibility for accuracy of submittals, conformity of submittals to requirements indicated, compatibility of described product with contiguous products and rest of system, or for prosecution and completion of Contract in accordance with Contract Documents.

- C. Review stamp will be affixed, action block will be marked, and stamp will be signed, name printed and dated. Stamp lettering to have 1/8-inch minimum size printing.
- D. Action block stamp marks have following meanings:
  - 1. The mark "APPROVED": Is an approval, and it means every illustration and description appears to conform to respective requirements of Contract Documents. Fabrication, assembly, manufacture, installation, application and erection of the illustrated and described product may proceed; submittal need not be resubmitted.
  - 2. The mark "APPROVED AS NOTED; NO RESUBMITTAL REQUIRED": Is an approval, and it means every illustration and description appears to conform to respective requirements of Contract Documents upon incorporation of reviewer's corrections.
    - a. If Contractor accepts corrections then fabrication, assembly, manufacture, installation, application and erection of illustrated and described product may proceed. Submittals so marked need not be resubmitted. Show reviewers' corrections on As-Built Drawings in accordance with Section 01 78 39 – As-Built Drawings and Current Status Documents.
    - b. If Contractor challenges validity of reviewer's exception, no Work on this issue will be allowed until there is a written resolution to the challenge. Show the reviewer's corrections on AS-Built Drawings in accordance with Section 01 78 39 - As-Built Drawings and Current Status Documents, once disagreements are resolved.
  - 3. The mark "REJECTED, REVISE AND RESUBMIT"; Is rejection, and it means submittal is deficient to the degree that a reviewer cannot correct submittal with reasonable degree of effort, has not made thorough review of submittal, and the submittal needs revision and is to be corrected and resubmitted, within 30 calendar days for review.
  - 4. The mark "RECORD ONLY": Means submittal was not reviewed for approval and was received for information only.
- E. One marked up electronic copy of submittal will be returned to Contractor within 30 calendar days after submittals have been received.

### **3.03 CONTRACTOR'S RESPONSIBILITIES**

- A. Coordinate each submittal with requirements of Work. Place particular emphasis upon ensuring each submittal of one trade is compatible with other submittals of that trade and submittals of other trades.
- B. Approval by Metro and/or relevant City Department/Bureau of submitted Drawings and associated calculations does not relieve Contractor from responsibility for errors or omissions in Drawings and associated calculations, or from deviations from the Contract Documents, unless such deviations were specifically called to attention of Metro and/or relevant City Department/Bureau in Letter of Transmittal submitted with Drawings. The Contractor is responsible for correctness, accuracy and completeness of drawings, for shop fits and field connections, dimensions and quantities and for results obtained by use of such drawings.



- C. Distribution of Submittals after Review: Distribute prints of approved submittals, bearing Metro and/or relevant City Department/Bureau's stamp and signature, to concerned subcontractors, suppliers and fabricators; and to concerned members of Contractor's Workforce.
- D. Contractor's liability to Metro, in case of deviations in submittals from requirements of Contract Documents, is not relieved by Metro and/or relevant City Department/Bureau's review and Approval of submittals containing deviations, unless Metro expressly approves deviations by issuing Change Notice.
- E. Do not start Work for which submittals are required until submittals bearing stamp of Metro and/or relevant City Department/Bureau, and signatures indicating review and approval, have been received.
- F. Before making submittals, ensure products are available in quantities required by the Contract.
- G. Verify field measurements, catalog numbers and similar data.
- H. Resubmittals: Make any corrections required by Metro and resubmit for Approval. Direct specific attention in writing, on resubmitted drawings/documents to revisions other than the corrections by Metro on previous submittal. In addition, all changes from previously submitted documents shall be clearly highlighted to indicate the changes.
- I. Coordinate with Cities and Third Parties having jurisdiction.
- J. Design and construct Work within City and Third Party jurisdictions complying with their standards, requirements, and specifications.

### **3.04 SUBSTITUTIONS**

- A. Substitutions indicated, or implied, on Shop Drawings or product data submittal will not be considered unless request for substitution has been submitted in conformance with this Section.
- B. List of materials, products and supplies, and list of methods of construction for substitution of those indicated will be considered only if those requests have been submitted. The following requirements must be noted for substitutions:
  - 1. Approval of substitute items or methods will be only for characteristics and use named in the approval.
  - 2. This approval will not be interpreted as modification of Contract Specifications or Contract Drawings, nor to establish approval of products and methods for other portions of the Work.
  - 3. Approval of a substitution does not relieve Contractor of responsibility of fulfilling requirements of Contract Documents.
  - 4. Metro and/or relevant City Department/Bureau will judge quality and suitability of substitute items or methods and its decision is final.

5. If use of substitute products or methods involves redesign of other parts of Work, perform redesign and submit for approval by Metro and/or relevant City Department/Bureau.
  6. Bear cost of redesign and include direct cost of evaluating substitutions by Metro and/or relevant City Department/Bureau.
- C. Include the following information with documentation for materials, products and supplies:
1. Complete data substantiating compliance of proposed substitution with requirements of Contract Documents.
  2. Identification of materials, products or supplies, including manufacturer's name, address, catalog name and number.
  3. Installation characteristics, installation drawings and manufacturer's literature, including product description, performance and test data, and reference standards if pertinent.
  4. Name and address of projects on which product was used under similar circumstances, and date of installation.
  5. Itemized comparison of proposed substitution with item specified. Include in tabular form differences in materials, size, finish, estimated life, estimated maintenance, availability of spare parts and repair services, energy consumption, performance capacity, salvage ability and manufacturer's warranties.
  6. Effect of change on Construction Schedule and Schedule of Values.
  7. Accurate cost data for proposed substitution in comparison with the product specified.
  8. Equitable adjustment and credit which the Contractor proposes to offer Metro.
  9. When applicable or requested by Metro and/or relevant City Department/Bureau, provide off-the-shelf samples of specified item and proposed substitution.
- D. Certify the following when making request for substitution:
1. The Contractor has personally investigated the proposed item and determined it to be equivalent, or superior, to that indicated and updated the information as new or different data becomes known to Contractor.
  2. Furnish same warranty for substitution as for product specified.
  3. Coordinate installation of the approved substitution into Work, and make those changes, subject to approval by Metro and/or relevant City Department/Bureau, required for Work to be complete in all respects.
  4. Waive claims for additional costs related to substitution.

5. Provide complete cost data, including related costs, except costs of Metro and/or relevant City Department/Bureau's redesign or review of Contractor's design.
  6. Provide log detailing efforts to obtain specified products before efforts to obtain proposed substitution.
- E. Include following information in documentation for construction methods
1. Detailed description of proposed methods.
  2. Working Drawings illustrating methods.
  3. Itemized comparison of proposed substitute methods with methods shown, with product implied or specified. Include differences in estimated time for execution, labor, materials, revisions to construction process, and cost.

**END OF SECTION**

**APPENDIX A – DRAWING CODES:** Use Drawing Codes indicated in the following Tabulation for development of Drawings.

DISCIPLINE	CONTRACT DRAWING	STANDARD DRAWING	DIRECTIVE DRAWING
Architectural	A	AS	AD
Automatic Train Control	Q	QS	QD
Civil	C	CS	CD
Communications	N	NS	ND
Control Surveys	W	WS	WD
Electrical	E	ES	ED
Elevators and Escalators	H	HS	HD
Fare Collection Equipment	F	FS	FD
General Information	G		
Landscaping/Irrigation	L	LS	LD
Life Safety	B	BS	BD
Mechanical/HVAC	M	MS	MD
Electrical	E	ES	ED
Electrical - Lighting	EL		
Electrical - Grounding	EG		
Electrical - Communications	EC		
Electrical - Power	EP		
Plumbing/Fire Protection	PF	MS	MD
Right-of-Way	R	RS	RD
Soil/Geology	K	KS	KD
Special Studies	J	JS	JD
Structural	S	SS	SD
Tunnel	Y	YS	YD
TrackWork	T	TS	TD
Traction and Auxiliary Power	P	PS	PD
Utilities	U	US	UD
Existing Utilities	UE		
Utilities Profile	UP		
Utilities Rearrangement	UR		
Utilities Overhead	UO		
Utilities Pothole	UH		

DISCIPLINE	CONTRACT DRAWING	STANDARD DRAWING	DIRECTIVE DRAWING
Signage & Graphics	ZA		
Illuminated Signs and Edge Lights	ZB		
Vehicle Directive			VD
Reference Drawing	RE		
Overhead Contact System	OC		
Seismic Detection	SC		
Staging Drawing	SG		
Cable Transmission	CT		
Supervisory Control & Data Acquisition	SA		
Building Underpinning	BP		

**END OF SECTION 01 33 00**





## **SECTION 01 35 23**

### **WORKSITE SAFETY REQUIREMENTS**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Minimum requirements for Contractor's Construction Safety Program. Requirements in this section are NOT stand alone and shall be taken in conjunction with the requirements of the Metro Construction Safety and Safety Manual, Revision 4.1. Requirements include but are not limited submittals, personnel, equipment, behaviors and work site conditions.

##### **1.02 RELATED SECTIONS**

- A. Section 01 33 00: Submittal Procedures
- B. Section 01 35 53 Worksite Security Requirements
- C. Section 01 43 20: Project Quality Program Requirements - Design/Bid/Build
- D. Section 01 50 00: Temporary Facilities and Controls
- E. Section 01 56 28: Construction Fencing (Chain Link)
- F. Construction Safety and Security Manual, Revision 4.1

##### **1.03 REFERENCES**

- A. American National Standards Institute/International Safety Equipment Association (ANSI/ISEA):
  - 1. ANSI/ISEA 107 - High-Visibility Safety Apparel and Hardwear
- B. City of Los Angeles:
  - 1. Municipal Code, Chapter V Public Safety and Protection, Article 7 – Fire Protection and Prevention (Fire Code)
- C. County of Los Angeles Department of Health Services:
  - 1. Emergency Medical Services Agency, EMT Information
- D. State of California, Division of Occupational Safety and Health (Cal/OSHA):
  - 1. California Code of Regulations (CCR) Title 8 – Industrial Relations et seq.
- E. California Code of Regulations (CCR); Title 24:
  - 1. Part 3 - California Electrical Code (CEC)
  - 2. Part 9 - California Fire Code (CFC)

- F. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA):
  - 1. Code of Federal Regulations (CFR) Title 29, Part 1910 (Occupational Safety and Health Standards) et seq.,
  - 2. Code of Federal Regulations (CFR) Title 29, Part 1926 (Safety and Health Regulations for Construction) et seq.
- G. National Fire Protection Association (NFPA):
  - 1. NFPA 70 - National Electrical Code (NEC)

#### **1.04 QUALITY ASSURANCE**

- A. Comply with Project Quality Program Requirements (see 1.02 above).
- B. Contractor shall comply with the requirements of this Section, as interpreted by Metro.
  - 1. Strict compliance with the requirements of this section as well as the applicable regulations, as determined by Metro Director, Construction Safety, shall be considered within the original scope of this Contract and shall not delay the schedule for performance of Work by the Contractor nor shall it be relied upon to form the basis of any claim.
  - 2. Compliance with determinations by Metro shall not relieve the Contractor from other obligations imposed by law or regulation nor serve as the basis of request for change to increase the cost of the Work.
- C. Compliance with the requirements of this section is subject to both announced and un-announced review.
  - 1. Issues found to be non-compliant shall be addressed by the Contractor on a schedule agreed to by Metro and the Contractor.

#### **1.05 SUBMITTALS**

- A. Refer to Sections 01 33 00 – Submittal Procedures, for submittal requirements and procedures.
- B. Submittals and re-submittals, when required, shall be considered within the original scope of this Contract and shall be submitted in accordance with Metro accepted submittal schedule so as to not delay the performance of Work by the Contractor.
- C. The refusal of Metro or its designee to issue permission to perform Work upon the Worksite, either prior to Work beginning or during the Contractor's performance of the Work, due to the Contractor's failure to submit listed safety submittals, or due to Metro rejection of unacceptable submittals, shall not constitute a basis for any claim of delay, interference, disruption or other similar types of claims.
- D. Approved submittals shall be revised and resubmitted as changes in conditions warrant or upon request of Metro.

- E. Upon receiving notice of award of this Contract, the Contractor shall prepare and submit for review the submittals listed as 1, 2, 3 and 4 below and shall not receive permission to perform Work upon the Worksite for this Contract or any Work order there under, until Metro or its designee has returned the submittals as "Approved".
- F. Items listed in paragraphs 5 to 15 below shall be submitted by the Contractor for review and acceptance by Metro or its designee upon request or as indicated during the pre-construction meeting.
- G. For each item listed below, general information, minimum requirements and guidance to assist in the preparation of each submittal is found in the Construction Safety and Security Manual (CSSM), Section 8 – REQUIREMENTS AND GUIDELINES FOR SUBMITTALS. The corresponding sections of the CSSM are also indicated below.
  - 1. Worksite specific Injury and Illness Prevention Program (CSSM 8.3.A.1) including a Site Specific Emergency Action Plan, a New Employee Training and Orientation Plan a copy of the Contractor's Code of Safe Work Practices.
  - 2. Staffing Plan: Submit work shifts, after hours coverage and other details for the staffing of positions required by this specification. (CSSM 8.3.A.2)
  - 3. Job Hazard Analyses (JHA) Master List for each construction operation or activity. (CSSM 8.3.A.3)
  - 4. Qualifications and certifications of individuals who will serve as Qualified or Competent Persons. (CSSM 8.3.A.4)
  - 5. Fall Protection Program: Include details of procedures, equipment and training. (CSSM 8.3.A.5)
  - 6. Hazardous Waste Operations and Emergency Response (Hazwoper) Health and Safety Plan (HASP). Prior to performing any work which involves the removal, disturbance or other activity related to Hazardous Waste Operations, submit the work specific Health and Safety Plan (HASP) as well as training documentation for affected workers. (CSSM 8.3.A.6)
  - 7. Excavation Action Plan - for any excavation activities for which a protective system is required by CCR, Title 8 – Section 1541.1(a). (CSSM 8.3.A.7)
  - 8. Provide annual and four year certifications for any cranes operated on the Worksite by the Contractor and or subcontractors of any tier. (CSSM 8.3.A.8)
  - 9. Critical Lift Plans: Before making a Critical Lift, a Critical Lift Plan shall be prepared and submitted by the crane operator, lift supervisor, rigger or other qualified person and Approved by Metro. (CSSM 8.3.A.9)
  - 10. Qualified riggers and signalers - Submit a list of qualified riggers and signalers to Metro for review and acceptance. The submittal shall include a description of each candidates experience and qualifications. (CSSM 8.3.A.10)

11. Energy Isolation Program (Lock Out, Tag Out): Include details of procedures, equipment and training. (CSSM 8.3.A.11)
12. Written Compressed Air Safety Program for employees working in compressed air environment. (CSSM 8.3.A.12)
13. Tunnel Construction Track Maintenance Plan in compliance with CCR Title 8, Tunnel Safety Orders. (CSSM 8.3.A.13)
14. Confined Space/Underground Emergency Response Team - Include training procedures, equipment list, and equipment maintenance and inspection plan. (CSSM 8.3.A.14).
15. Injury and Incident Reports: The Contractor shall report to Metro immediately upon becoming aware of an incident or injury, illness involving an employee of the project (including Metro or third party staff) or a member of the public. (CSSM 8.3.A.15)
  - a. By the 10th calendar day of each month of the contract, the Contractor shall submit for review and record injury and work hour statistics on the form provided by Metro.
16. Materials Hazards Communication Program – Submit a plan for the coordination and exchange of Material Safety Data Sheets (MSDS) for products used as part of this work. (CSSM 8.3.A.16)

## **1.06 DEFINITIONS**

- A. Terms defined in this section are defined at the time of first use.
  1. Refer also to the list of definitions in the Construction Safety and Security Manual which is part of this Contract.

## **1.07 ADMINISTRATIVE REQUIREMENTS**

- A. The Contractor shall establish, implement and maintain an effective Injury and Illness Prevention Program in accordance with California Code of Regulations (CCR), Title 8, Section 3203.
  1. The Contractor is solely responsible for keeping its records and seeing that its subcontractors records are updated and accurate.
- B. The Contractor shall comply with CCR, Title 8, as well as all other federal, state, and local regulations, statutes and codes applicable to its operations.
  1. Strict compliance with all applicable regulations as determined by Metro or its designee shall be considered within the original scope of this Contract and shall not delay the schedule for performance of Work by Contractor, nor shall it be relied upon to form the basis of any claim.
  2. Compliance with determinations by Metro or its designee shall not relieve the Contractor from other obligations imposed by law or regulation nor serve as the basis of request for change to increase the cost of the Work.



- C. The Contractor shall comply with requirements of this Section.
  - 1. Compliance with all parts of this Section shall be considered within the original scope of this Contract and shall not delay the schedule for performance of Work by the Contractor nor shall it be relied upon to form the basis of any claim.
- D. Comply with both CCR, Title 8, and the Code of Federal Regulations (CFR) Title 29.
  - 1. Where the State and Federal regulations have differing requirements, the Contractor shall comply with that which is more stringent as determined by Metro or its designee.
  - 2. The Contractor shall have full responsibility for maintaining conditions which are free from recognized hazards that are likely to cause physical harm to its employees.
- E. The Contractor shall comply with the provisions of the Construction Safety and Security Manual.
  - 1. Compliance with the Construction Safety and Security Manual shall be considered within the original scope of this Contract and shall not delay the schedule for performance of Work by the Contractor nor shall it be relied upon to form the basis of any claim.
- F. Air Quality Testing: Perform air quality testing by qualified individuals.
  - 1. Maintain a record of the date, time and location of tests and levels of contaminants and signature of tester.
  - 2. Make all records, including printouts, and independent testing laboratory analyses of jobsite samples, available for review by Metro or its designee upon request.
- G. Conform to Los Angeles City Fire Department (LAFD) Fire Code or the requirements of the authority having jurisdiction for the establishment of a fire watch in areas where welding operations and flame cutting are performed.
- H. Comply with the requirements of CCR, Title 8, Section 5192 – Hazardous Waste Operations and Emergency Response, with respect to the handling of hazardous or contaminated wastes and mandated specialty training and health screening.
- I. Not Used.
- J. Not Used.

#### **1.08 WORKSITE CONDITIONS**

- A. Underground Classification: Not Used.
- B. Operating Rail Systems:

1. Not Used.
- C. Metro has developed a Hazard Communication Program which contains a list of Material Safety Data Sheets (MSDS) for hazardous substances known to be present at each operational location.
  1. Contractor shall confirm with local management the location of the site specific Hazard Communication Program, MSDS inventory and individual MSDS.
  2. Contractor shall maintain a current list of all hazardous substances that will be used in Worksite operations.
  3. Unless the Contractor provides, in writing, an alternate method to be used to provide Metro employees access to Material Safety Data Sheets, copies of all Material Safety Data Sheets for substances appearing on the hazardous substance list shall be readily available at the Worksite.
- D. Contractor's employees shall comply with all posted traffic safety regulations while operating motor vehicles upon Metro properties.
  1. Employees walking or working in areas subject to vehicular or construction equipment traffic shall wear retro-reflective safety vests that comply with the version of the (ANSI/ISEA) Standard 107 in force on the date of Notice To Proceed.

## **PART 2 - PRODUCTS**

### **2.01 CONSTRUCTION EQUIPMENT AND TOOLS**

- A. Select and operate construction and personal protective equipment and tools in conformance with requirements of this Section and in accordance with the manufacturer's specifications for the equipment or tools' intended use.
- B. Equipment: Equipment, tools and or other items used to complete the Work shall be inspected by the Contractor to insure compliance with applicable regulatory standards.
  1. Equipment, tools and or other items are subject to periodic inspection by Metro.
  2. The Contractor shall promptly remove equipment rejected by Metro as not conforming to the requirements of this Section.
  3. This removal shall be considered within the original scope of this Contract and the Work shall be completed in such a manner so as to not delay the schedule for performance of Work by Contractor nor shall the removal serve as the basis of request for change to increase the cost of the Work or be relied upon to form the basis of any claim.
- C. Metro has established a program by which equipment, tools and other items used to complete the Work shall be removed from service when it has been determined that the equipment, tools and other items present a potential for unintended injury when used as directed by the manufacturer.

1. A tag with a prominent red and black message including the word "DANGER" may be utilized by Metro.
    - a. This tag shall be known as a "Red Tag."
    - b. The tag will be signed by Metro staff person, dated and note the specific reasons for the rejection.
  2. Any equipment, tool and or other item so tagged shall not be used to complete the Work until the condition noted on the tag has been corrected and the tag has been removed by the person who affixed the tag or their designee.
  3. Any person who ignores, removes, damages or otherwise tampers with a Metro Red Tag shall be immediately removed from the Work by the Contractor and shall not return to the project without the written permission of the Construction Safety Manager or an authorized designee.
  4. Additional information regarding this program is found in the Construction Safety and Security Manual, Section 5.
- D. Special Safety Equipment: Where necessary for conformance with requirements of this Section, the Contractor shall provide special safety equipment and persons qualified to operate special safety equipment to ensure the safety of the Worksite.
1. Such special safety equipment may include but is not limited to air quality measuring and monitoring equipment, noise measuring and monitoring equipment and other measuring devices related to industrial hygiene.
  2. Compliance shall be considered within the original scope of this Contract and shall not delay the schedule for performance of Work by the Contractor nor shall be relied upon to form the basis of a claim for delay.
  3. Equipment shall be used in accordance with the respective manufacturer's design, directions, and intended use.
- E. Electrical installations for construction activities shall conform to NFPA 70 (NEC) and or the California Electric Code (CEC), whichever is more stringent, in force on the date of Notice To Proceed for electrical installations.
- F. Electrical equipment and tools to be used on the Worksite, shall be listed by at least one of the following USA testing facilities:
1. Underwriters Laboratories, Inc. FM Global, or Electrical Testing Laboratories (ETL). Any electrical tool or equipment which is not listed by at least one of the above testing facilities shall be removed from the Worksite.
- G. Not Used.
- H. Not Used.

## **2.02 SAFETY EQUIPMENT**

- A. Personal protective and other safety equipment placed into use at the Worksite shall conform to requirements of this Section and shall include markings to show appropriate ANSI approval codes or other indications of approved usage. Equipment shall not be altered in any way without written approval by the respective manufacturer.
- B. Persons entering the Worksite shall, at minimum, wear at all times the following personal protective equipment which complies with the applicable ANSI/ISEA standard in force on the date of Notice To Proceed.:
  - 1. Hardhat, eye protection, and minimum 6 inch heavy leather work boots.
  - 2. ANSI/ISEA accepted 6 inch heavy leather protective footwear shall be worn by personnel exposed to foot hazards or working below grade (steel toed recreational shoes are not permitted). ANSI/ISEA accepted rubber work boots are an acceptable substitution.
- C. Not Used.
- D. No person shall wear recreational pants (shorts) or sleeveless shirts into any work areas of the Worksite.
- E. Not Used.
- F. Not Used.

## **2.03 TESTING EQUIPMENT**

- A. Air monitoring, and air flow testing equipment used in underground or other locations where there is the potential for an explosive atmosphere, shall be "permissible" as defined, tested and certified by the Mine Safety and Health Administration Laboratory of the U. S. Department of Labor.

## **2.04 DIESEL POWERED EQUIPMENT**

- A. Not Used.

## **2.05 LEAD SAFETY REPRESENTATIVE**

- A. The Contractor Lead Safety Representative's performance will be subject to periodic evaluation by the Metro Construction Safety Staff throughout the period of the Contract. Conclusions and recommendations of the review will be forwarded to the Resident Engineer for information or action.
  - 1. The complete description of the duties and responsibilities of the Lead Safety Representative's is found in the Construction Safety and Security Manual, Revision 4.1, Section 1.5.C.

## **2.06 OTHER SAFETY REPRESENTATIVE (S)**

- A. The Contractor Safety Representative's performance will be subject to periodic evaluation by Metro Construction Safety Staff. Conclusions and recommendations of the review will be forwarded to the Resident Engineer for information or action.
  - 1. The complete description of the duties and responsibilities of the Safety Representative's is found in the Construction Safety and Security Manual, Revision 4.1, Section 1.5.C.

## **2.07 UNDERGROUND GAS TESTER**

- A. Not Used.

## **2.08 FIRST AID FACILITIES**

- A. The location, size, furnishing and equipment shall have the acceptance of Metro and be capable of providing quiet, private communications, as well as adequate ventilation, light, heat, hot and cold running water, toilet facilities and electrical outlets.
- B. Additionally, this station must also be equipped with a first-aid kit suitable to service the number of personnel assigned to the project, towels and disposable paper cups, a blood pressure cuff and stethoscope, a cot or an equivalent resting place, and other items as required by the consulting physician.
- C. Staff and Duties: Not Used.
- D. All contractor supervisors, and foremen shall be trained in first-aid and CPR. Copies of the certificates shall be submitted to Metro for review and acceptance.

## **PART 3 - EXECUTION**

### **3.01 SAFETY PERSONNEL**

- A. To ensure the safety of the Worksite, Contractor Safety Personnel shall not work more than eleven hours in any twenty-four hour period or more than fifty-five hours in any seven consecutive day periods. Included in the definition of Contractor Safety Personnel are the Lead Safety Representative, and other Safety Representatives.
- B. In the event the Contractor is performing work on more than one Contract for Metro at the same time, Contractor Safety Personnel shall not perform safety duties on more than one Contract during any twenty-four hour period.
- C. The Contractor shall ensure that only those Safety Representatives accepted by Metro for employment on the Worksite are present at the Worksite whenever Work is in progress at the Worksite. The absence of the required Safety Representative shall result in the immediate stoppage of all Work at the Worksite. The Contractor is responsible for maintaining an adequate staff of safety personnel, whose qualifications have been submitted to and accepted by Metro, in order to avoid Work stoppages in the event of an expected or unexpected absence due to vacation, illness, personal emergency, resignation or termination of the assigned



Safety Representative(s). Stoppage of Work at the Worksite due to the absence of qualified and accepted Safety Representative(s), shall be considered within the original scope of this Contract and shall not delay the schedule for performance of Work by the Contractor nor shall it be relied upon to form the basis of any claim.

- D. Not Used.
- E. The Contractor's Safety Representative(s) shall have the authority to direct immediate correction of unsafe or unhealthful conditions and, as necessary, to stop Work until appropriate corrective measures have been completed. Compliance with this provision shall be considered within the original scope of this Contract and any stoppage of Work resulting from compliance with this provision shall not delay the schedule for performance of Work by the Contractor nor shall it serve as the basis of request for change to increase the cost of the Work or be relied upon to form the basis of any claim.
- F. The Contractor shall have a designated full time Lead Underground Safety Representative who is accepted by Metro for employment on the Worksite and who shall perform only safety related functions as defined in this Contract. The Lead Underground Safety Representative shall meet the following qualifications: The Contractor shall have a designated full time Lead Safety Representative who is accepted by Metro for employment on the Worksite. The Lead Safety Representative shall meet the following qualifications: A full-time supervisory employee of the Contractor responsible for the implementation of the Contractor's safety and health program at the Worksite. The Safety Representative shall be currently certified in first-aid and CPR by the American Red Cross or its equivalent. The Safety Representative must be assigned full time to the Worksite whenever Work is in progress. The Safety Representative may be assigned non-safety related tasks provided these tasks do not interfere with successful performance of the assigned safety responsibilities. The Lead Safety Representative shall regularly work the day shift, attend required meetings and be fully cognizant of all project-specific safety practices, processes, rules and procedures, and maintain regular contact with Metro-designated Safety Personnel.
- G. The Lead Safety Representative must be assigned full time to the Worksite whenever Work is in progress. The Lead Safety Representative shall regularly work the day shift, attend required meetings and be fully cognizant of all project-specific safety practices, processes, rules and procedures, and maintain regular contact with Metro-designated Safety Personnel.
- H. The Contractor shall utilize Safety Representatives for second and third shift who are accepted by Metro for employment on the Worksite and who shall perform only safety related functions as defined in this Contract. Safety Representatives shall meet the following qualifications: A full-time supervisory employee of the Contractor responsible for the implementation of the Contractor's safety and health program at the Worksite. The Safety Representative shall be currently certified in first-aid and CPR by the American Red Cross or its equivalent. The Safety Representative must be assigned full time to the Worksite whenever Work is in progress. The Safety Representative may be assigned non-safety related tasks provided these tasks do not interfere with successful performance of the assigned safety responsibilities.

- I. Not Used.
- J. Not Used.
- K. Not Used.

### **3.02 CONFINED SPACE OR UNDERGROUND AIR MONITORING**

- A. The paragraphs below apply to the monitoring of air spaces entered by workers that meet either the CCR, Title 8 definition of a Confined Space or are within the Scope of the CCR, Title 8 Tunnel Safety Orders.
  - 1. All air monitoring activities shall conform to requirements of this Section.
  - 2. Select and use equipment capable of providing printed logs of gas tests.
  - 3. Operate and maintain a gas monitoring system as required by this Section. Perform air monitoring and sample analyses as required by this Section.
  - 4. Begin testing for oxygen followed by toxic and explosive gases as soon as the excavation or drilled hole has progressed to a level of five feet below surface level.
  - 5. Test air quality in the most stagnant portions of excavation or other work area to ensure there is no accumulation of explosive or other dangerous gases.
  - 6. Maintain a handwritten record which includes, but is not limited to, test date, time, exact location, contaminant levels, and name of the tester. This written log is to be supplemented by the logs printed from the testing device's memory. This written log shall be kept on file for the duration of the contract and shall be made available for review upon request.
  - 7. At a minimum, the Tester(s) shall have the equipment needed to test for Oxygen, Carbon Monoxide, Combustible Gases, Hydrogen Sulfide and Nitrogen Dioxide.

### **3.03 ACCESS AND EGRESS**

- A. The Contractor shall provide adequate means of access to the work areas. This access may consist of ladders, scaffolds, doorways, aisles, stair towers and elevators or ramps. Means of access and egress shall be maintained in a clear and orderly manner. All access ways shall conform to the requirements of this Section.
  - 1. When the Contractor utilizes stairways/stair-towers for access into the Work area, the Contractor shall provide stairs that are at least 3 feet wide and permit 2-way traffic.
  - 2. The design and erection of stairways and stair-towers shall conform to manufacturer's specifications.
  - 3. Contractor shall provide at least one route of access/egress which is of adequate size and construction to allow the manual movement of a fully

loaded stokes basket, ambulance gurney, or similar device to and from the Work areas.

4. Contractors shall provide at least one route of access/egress which is adequate size and construction to allow two way traffic to and from the work areas.
5. A single route of access/ egress may be constructed to comply with above.
6. Stairways/Stair Towers: During construction, stairs shall be provided on all structures that are two or more floors or more than 20 feet in height or depth.
7. Permanent stairway placement shall occur as soon as practical. Permanent stairways used for access/egress shall be equipped with hand and or stair rails in compliance with CCR, Title 24, California Building Code (CBC) and CCR, Title 8. When the permanent systems cannot be installed prior to use by workers, temporary systems which comply with CCR, Title 24, and CCR, Title 8 shall be used.
8. All parts of stairways shall be free of hazardous projections. Debris and other loose material shall not be allowed to accumulate on stairways.
9. Permanent steel stairways having hollow pan type treads and landings that are to be used prior to concrete placement shall have the pans filled with solid material to the level of the nosing.
10. Temporary stairs shall be at least 36 inches wide, and erected to the manufactures specification. Wooden treads for temporary service shall be full width of the stairs treads.
11. Riser height and tread width shall be uniform throughout any flight of stairs.
12. Elevators used for the movement of personnel from one level to another shall comply with the requirements of this Section.

### **3.04 CONFINED SPACES**

- A. Work in confined spaces shall be completed in conformance with the requirements of this Section.
- B. Perform confined space operations under the immediate supervision of a competent person as defined in CCR, Title 8 who is fully familiar with the requirements for safe entry, egress, ventilation and air monitoring procedures and capable of enforcing strict compliance.
- C. Include confined space permitting system in the Contractor's written Injury and Illness Prevention Program and implement for all confined space areas on the Worksite.
- D. Air samples shall be taken before any entry into the confined space and continuously throughout the work period. Maintain a handwritten record which includes, but is not limited to, test date, time, exact location, contaminant levels,

and name of the tester. Air monitoring records shall be kept at the entry point of the confined space and shall be available for review upon request.

### **3.05 CRANE OPERATIONS**

- A. All crane operators shall have passed the requirements of the National Crane Certification Agency for the particular crane type to be operated and copies of said certifications shall be submitted to Metro or its designee.
- B. All crane operations where the load is beyond the direct view of the operator shall be observed by a signal person who can directly observe the load and be observed by the operator. The operator shall stop all load movement in the event the signal person is unable to observe the load or fails to continuously observe the load and signal the operator. Crane operations of this type are defined as a Critical Pick and require an approved submittal in compliance with this Section.
- C. At a minimum each crane shall have on the crane at all time a copy of the operating manuals for the crane and for operator aids; a copy of the inspection checklist; Copies of the crane's annual and quadrennial inspection records; a copy of the most current wire rope inspection record.
- D. The Contractor shall maintain a process that ensures that prior to operating cranes on the Worksite, crane operators have successfully completed testing that verifies the crane operator's ability to read and understand the load chart for the equipment to be operated. This testing may be performed by an independent certifying agency or a qualified member of the Contractor's supervisory staff who is acceptable to Metro, has a minimum of five years heavy civil construction experience, and can satisfactorily demonstrate the ability to read and understand load charts and rigging tables to the Metro or its designee when requested, without prior notice. Written records of this testing shall be maintained on the Worksite and made available to Metro for review without prior notice.
- E. Re-certification is required for any crane involved in an incident involving but not limited to upset, overloading, side pulling, shock loading, or support failure. Re-certification and written acceptance by the manufacturer is also required for any modification to a crane. Make crane acceptance and certification records available for review by Metro or its designee without prior notice.
- F. Any re-certification of a crane required for compliance with this Section shall be considered within the original scope of this contract and shall not delay the schedule for performance of Work by Contractor nor shall it be relied upon to form the basis of a claim for delay.

### **3.06 RIGGING**

- A. Rigging activities, regardless of the equipment used to hoist or move the materials shall comply while the following requirements:
  - 1. Comply with the requirements of this Section.
  - 2. Chain Rigging: Strict compliance with the following requirements for the use of chain slings as determined by Metro or its designee, shall be considered

within the original scope of this Contract and shall not delay the schedule for performance of Work by the Contractor nor shall it be relied upon to form the basis of a claim for delay. Compliance with determinations by Metro or its designee shall not relieve the Contractor from other obligations imposed by law or regulation nor serve as the basis of request for change to increase the cost of the Work.

- a. Only alloyed chain shall be used as rigging.
  - b. Alloy steel chain slings shall have permanently affixed durable identification stating size, grade, rated capacity, and reach.
  - c. Alloy steel chain slings shall not be used with loads in excess of the rated capacities prescribed in Table N-184-1, found in 29 CFR 1910.184. Slings not included in this table shall be used only in accordance with the manufacturer's recommendations. When used with alloy steel chains, hooks, rings, oblong links, pear-shaped links, welded or mechanical coupling links, or other attachments shall have a rated capacity at least equal to that of the chain.
  - d. Job or shop hooks and links, makeshift fasteners formed from bolts and rods, and other similar attachments shall not be used.
  - e. Chain shall be inspected before initial use and at least monthly thereafter. In addition to the daily inspection, a thorough periodic recorded inspection of alloy steel chain slings in use shall be made on a regular basis, to be determined on the basis of (A) frequency of sling use; (B) severity of service conditions; (C) nature of lifts being made; and (D) experience gained on the service life of slings used in similar circumstances. Such inspections shall in no event be at intervals greater than once every month. Chains shall be cleaned before they are inspected, as dirt and grease can hide nicks and cracks. The most recent inspection record for each chain shall be kept at the Worksite and made available for review upon request.
  - f. Wear: If the chain size at any point of any link is less than that stated in table N-184-2, found in 29 CFR 1910.184, the sling shall be removed from service.
  - g. Stretch (compare the chain with its rated length or reach.): If the length is increased 3 percent the chain must be thoroughly inspected; if the length is increased by 5 percent or more the chain shall be replaced. These percentages are considered minimum standards by Metro. Contractor shall comply with Manufacturers Recommendations when the recommendations are more stringent than these standards.
  - h. Deformed (twisted or bent): Chain slings with cracked or deformed master links, coupling links, other components, or any chain in which a link assembly does not hinge freely with the adjoining link shall be replaced.
3. The rigging of loads shall be completed under the immediate supervision of a qualified rigger.



4. The fork or any other portion of an industrial forklift shall not be altered in any way to allow the attachment of a shackle or other rigging device. Rigging equipment shall not be directly supported or attached to the forks. A forklift may only be used to lift materials securely attached to pallets or when utilizing a manufacturer accepted or approved attachment that allows for the use of rigging equipment.
5. Only safety hooks, or properly moused hooks shall be used. Suspended loads shall be controlled by tag lines.
6. Hooks, shackles, wire rope, synthetic slings, and other rigging equipment subject to wear must be thoroughly inspected at regular intervals by a qualified rigger and repaired or replaced as required. Records of such inspections shall be maintained by the Contractor and made available to Metro for review upon request and without prior notice.
7. All rigging equipment which is removed from service due to wear or defect shall be either destructively discarded or returned to the manufacturer. Records of such removals shall be maintained by the Contractor and made available to Metro for review upon request and without prior notice.
8. Rigging equipment shall be inspected by a qualified rigger prior to each lift for obvious damage or defects. Equipment found to be damaged or defective shall be retired in compliance with requirements of this Section.

### **3.07 PROTECTION FROM FALLS**

- A. Comply with requirements of this Section and the following.
- B. Workers exposed to a vertical fall of six feet or more to another level shall be properly protected through either a fixed barrier, personal positioning system, or personal fall arrest system. This includes hazards such as, but not be limited to: Work within 6 feet of a roof edge (regardless of pitch), skylights (at any angle), floor and wall openings, leading edges, and steel erection. No employee shall work in an unprotected manner while exposed to a vertical fall of six (6) feet or greater. The use of any system not specifically listed above requires submittal and approval of a Site and Task Specific Fall Protection Plan prior to the start of the subject Work or task.
- C. Maintain the Worksite in an organized and clean manner, as accepted by Metro, to reduce the potential for slips, trips and falls. Compliance with this provision shall be considered within the original scope of this Contract and shall not delay the schedule for performance of Work by the Contractor nor shall it serve as the basis of request for change to increase the cost of the Work or be relied upon to form the basis of any claim.
- D. Ladders: The following restrictions apply to the use of portable ladders on Metro Worksites:
  1. Ladders shall be utilized in compliance with requirements of this Section as well as the Manufacturer's written instructions.

2. Only ladders constructed of non-conductive materials shall be permitted.
3. "A" frame type ladders shall be used only on clean, smooth and level surfaces. "A" frame ladders shall not be used in place of an extension type ladders by leaning the ladder against a fixed vertical surface or similar structure.
4. Extension ladders shall be either: secured at the top and bottom using wire or rope of suitable strength, secured at the bottom utilizing the manufacturer provided spiked feet and at the top using wire or rope of suitable strength.

### **3.08 AERIAL LIFTS**

- A. Aerial lifts mounted on the bed of trucks shall be installed by an authorized manufacturer.
- B. Personnel who operate the aerial lifts shall be trained by the manufacturer in the safe operation of the lift.
- C. All personnel shall wear and use a personal fall protection system while on the lift. The lanyard shall be anchored to the lift's designated anchor point.
- D. Aerial lifts shall only be used within the guidelines of the manufacturer.

### **3.09 EXCAVATIONS**

- A. Excavation activities shall comply with the requirements of this Section.
- B. Excavation operations shall be under the immediate supervision of a Competent Person, as defined in CCR, Title 8, who is fully familiar with the requirements for safe excavation procedures and capable of enforcing strict compliance.
  1. Excavations for which a protective system is required by CCR, Title 8 – Section 1541.1(a) shall be completed in compliance with the approved Excavation Action Plan.
  2. Support systems other than sloping and benching in compliance with CCR, Title 8, or where there is a vertical distance of twenty feet or more from top to bottom of the excavation, shall be designed by registered a civil engineer, licensed in the State of California.
    - a. The design must be reviewed by an independent Professional Engineer and submitted to Metro or its designee for review and approval prior to the start of work.
    - b. A copy of the support system plan shall be kept at the Worksite and be available for review by Metro or its designee without prior notice.
    - c. Compliance with this provision shall be considered within the original scope of this Contract and shall not delay the schedule for performance of Work by the Contractor nor shall it serve as the basis of request for change to increase the cost of the Work or be relied upon to form the basis of any claim.

### **3.10 LOCK OUT/ TAG OUT PROCEDURES**

- A. Include written lock out/tag out procedures in Contractor's Injury and Illness Prevention Program. Submit specific procedures as part of job hazard analysis submittals. At all times comply with requirements of this Section.

### **3.11 HEALTH AND SAFETY PLAN**

- A. Comply with the requirements CCR, Title 8 Section 5192 Hazardous Waste Operations and Emergency Response, with respect to the handling of hazardous or contaminated wastes and mandated specialty training and health screening. The plan is to be revised and resubmitted as conditions warrant.
- B. Comply with requirements of this section.
- C. Provide training to construction personnel, subject to exposure during the course of excavation, prior to entering any excavation sites. Provide necessary yearly refresher training as required by the requirements of this Section.

### **3.12 HOUSEKEEPING**

- A. The Worksite shall be maintained in a clean and neat manner. Scrap, trash, and other refuse shall be placed in containers prior to the end of each work shift. Trash containers shall be scheduled for regular emptying or replacement. Immediate emptying or replacement shall be ordered by the Contractor in the event a container is filled prior to the scheduled emptying or replacement.
- B. Graffiti or other defacement of the Project Site shall be covered or removed by Contractor within 48 hours of verbal, electronic or written notification by Metro or it's designee to any member of Contractor's Management staff.
- C. Compliance with this provision shall be considered within the original scope of this Contract and shall not delay the schedule for performance of Work by the Contractor nor shall it serve as the basis of request for change to increase the cost of the Work or be relied upon to form the basis of any claim.

### **3.13 FUEL TRUCKS AND FUELING OPERATIONS**

- A. Not Used.

### **3.14 TEMPORARY PRECAST CONCRETE DECK**

### **3.15 HIGH DENSITY POLYETHYLENE (HDPE)**

- A. Not Used.

### **3.16 TREATED TIMBER**

- A. Not Used.

### 3.17 TEMPORARY TRAFFIC CONTROL ZONES

- A. TEMPORARY TRAFFIC CONTROL ZONES are an area of a highway where road user conditions are changed because of a work zone and which meet the following criteria:
  - 1. The work space is located in a normally open travel lane or lanes of a highway as defined by the California Vehicle Code or is on the shoulder of a highway and encroaches into an open travel lane;
  - 2. The travel lane or lanes are closed or encroached upon in accordance with an approved Temporary Traffic Control Plan or Temporary Traffic Control Permit
  - 3. The work space is protected by Temporary Traffic Control Devices which will be removed from the travel lane or lanes at the end of the work shift.
- B. CCR sections 1598 and 1599 incorporate by reference Chapter 6 of the California, MUTCD. Therefore all requirements of this section regarding the interpretation and compliance with the California Code of Regulations, Title 8 also apply to Chapter 6 of the MUTCD.
- C. The work area shall be screened or otherwise protected by a Follow Vehicle. This is accomplished by placing a contractor's work truck or similar vehicle in the buffer space between the taper and the work space.
  - 1. When the Temporary Traffic Control Zone is located on a highway with a rated speed limit of less than 40 mph, the use of a truck mounted attenuator device on the Follow Vehicle is optional per the California MUTCD.
  - 2. When the Temporary Traffic Control Zone is located on a highway with a rated speed limit of equal to 40 MPH but less than 55 MPH, the use of a truck mounted attenuator device on the Follow Vehicle is recommended to reduce the potential for severe equipment damage or personal injury.
  - 3. When the Temporary Traffic Control Zone is located on a highway with a rated speed limit of equal to 55 MPH or greater, a truck mounted attenuator device on the Follow Vehicle shall be used reduce the potential for severe equipment damage or personal injury.
- D. FLAGGING – The flagging of traffic shall only be done by personnel who meet the requirements of CCR, Title 8 and the California MUTCD.
  - 1. Flaggers shall be equipped as required in the California MUTCD.
  - 2. The use of flags in lieu of a compliant Stop/Slow Paddle (sign numbers C28A(CA)/C28B(CA)) is prohibited.
  - 3. Any individual seen using their hands to flag or direct traffic without the required Stop/Slow Paddle is subject to an immediate verbal warning and may be removed from the Project if corrective action is not immediately taken. If the worker involved was acting upon the instructions of a foreman, supervisor or other person in a leadership position, that individual will also be subject to

an immediate verbal warning and may be removed from the Project if corrective action is not immediately taken.

#### **PART 4 - CONTRACTOR RESPONSIBILITY**

- A. Nothing in this specification shall release or relieve the Contractor and its subcontractors and suppliers from its safety responsibilities as described above. Any time a Cal/OSHA or U.S. OSHA representative seeks access to the Worksite, the Contractor's Safety Representative on duty shall immediately contact the designated Metro Safety Representative to inform and seek direction on how to proceed. It is understood that the Worksite belongs to Metro and the Contractor has no authority to prohibit access to Cal/OSHA or U.S. OSHA representatives, except as described herein. If the Contractor's Safety Representative fails to meet any of the duties and obligations described above, the individual may be removed immediately by Metro and the Contractor and its employee shall have no recourse against Metro.

**END OF SECTION 01 35 23**





## **SECTION 01 35 29**

### **HEALTH, SAFETY AND EMERGENCY RESPONSE PROCEDURES FOR CONTAMINATED SITES**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Preparation and installation of Hazardous Waste Operations Safety and Health Program required under California Code of Regulations (CCR), Title 8, Section 5192.
- B. Providing full-time Site Safety and Health Supervisor and Certified Industrial Hygienist (CIH) for services specified herein
- C. It is anticipated and considered part of Scope of Work that Contractor will perform Contaminated Waste Operations requiring protective gear up to and including Level C. Advise Metro if Work to be performed requires higher level of protection.
- D. Work required under this Section is subject to requirements of Sections 01 35 43 – Environmental Procedures for Contaminated and Hazardous Materials; and 01 57 19 – Temporary Environmental Control.
- E. Compliance with requirements of Section 01 35 66 - Green Construction Policy Specification.

##### **1.02 RELATED SECTIONS**

- A. Section 01 33 00: Submittal Procedures
- B. Section 01 35 23: Worksite Safety Requirements
- C. Section 01 35 43: Environmental Procedures for Contaminated and Hazardous Materials
- D. Section 01 35 66: Green Construction Policy Specification
- E. Section 01 43 20: Project Quality Program Requirements

##### **1.03 REFERENCES**

- A. California Code of Regulations (CCR):
  - 1. CCR, Title 8, Section 5192 et seq
- B. Code of Federal Regulations (CFR):
  - 1. 29 CFR: Parts 1910 et seq, and 1926 et seq

##### **1.04 QUALITY ASSURANCE**

- A. Comply with Project Quality Program Requirements (see 1.02 above).

## **1.05 SUBMITTALS**

- A. Refer to Section 01 33 00 – Submittal Procedures, for submittal requirements and procedure.
- B. Contractor shall submit an effectively written and coherent Site Specific Safety and Health Plan, as Part of the Hazardous Waste Operations Safety and Health Plan, and including current training records, as defined in CCR, Title 8, 5192(1)(B), within thirty days of receiving Notice to Proceed.
- C. Provide certification and license for Contaminated / Hazardous Substance Removal as required in California Business and Professions Code, if the Site is listed per Section 25356 of the Health and Safety Code, Department of Health Services, or Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) National Priorities.

## **1.06 DEFINITIONS (NOT USED)**

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. Contractor shall provide Personal Protective Equipment (PPE) and monitoring equipment to conform to the requirements set forth by Cal/OSHA and Federal OSHA.

## **PART 3 - EXECUTION**

### **3.01 PREPARATION**

In accordance with SP-36, hazardous material operations are excluded from the contract with the exception of sampling and profiling. Section 01 35 43 contains additional requirements pertaining to the management of contaminated and hazardous materials.

- A. Prepare Hazardous Waste Operations Safety and Health program for Hazardous Waste Operations, following Federal, State of California and local requirements including Cal/OSHA, CCR, Title 8, Section 5192 et seq., and Federal OSHA, 29 CFR, Parts 1910 et seq, and 1926 et seq. Conflicts in the requirements are resolved by most stringent to apply. Hazardous Waste Operations Safety and Health Program – Bear certification of approval by Certified Industrial Hygienist licensed by American Board of Industrial Hygiene.
- B. The Site Specific Health and Safety Plan required as part of the Hazardous Waste Operations Safety and Health Program shall include detailed Personal Protective Equipment (PPE) level definition and contamination level limits on anticipated Hazardous Substances for PPE designation.
- C. Train personnel to perform Hazardous Waste Operations. The Hazardous Waste subcontractor listed at the time of the bid shall be licensed to Perform Hazardous Waste Operations in accordance with all applicable Local, State and Federal laws.
- D. Information currently available on site characterization is contained in the Preliminary Geotechnical and Environmental Report.

<http://www.metro.net/projects/westside/final-eis-eir/Appendix> L. Examine referenced environmental documentation in preparation and fulfillment of the Hazardous Waste Operations Safety and Health Program requirements.

### **3.02 PERFORMANCE**

- A. Provide, without delay to the Work, PPE and other equipment and Materials necessary for implementation of the Contaminated/Hazardous Waste Operations Safety and Health Program.
- B. Provide a full-time Site Safety and Health Supervisor to implement and manage the Contaminated/Hazardous Waste Operations Safety and Health Program. Site Safety and Health Supervisor shall meet legal requirements for training set forth in CCR, Title 8, Section 5192 (e) in addition to qualifications set forth in Construction Safety and Security Manual.
- C. Provide qualified and properly trained personnel to monitor hazard to extent required from Contractor under this Section.
- D. Assign PPE levels, evaluate empirical data and perform other operations required under the Hazardous Waste Operations Safety and Health Program.
- E. Coordinate activities associated with Hazardous Waste Operations Safety and Health Program with Metro.
- F. In the event Contractor encounters or has reason to believe that he has encountered Hazardous Substances requiring Hazardous Waste Operations on the Project; Contractor shall comply with the procedure detailed in Section 01 35 43.

### **3.03 INCLUDED HAZARDOUS WASTE OPERATIONS**

- 1. Refer to Section 01 35 43

**END OF SECTION 01 35 29**





## **SECTION 01 35 35**

### **WATER POLLUTION CONTROL**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Requirements for water pollution control during construction, including preparation of Storm Water Pollution Prevention Plans (SWPPP) and installation, maintenance, inspection, removal, and documentation of Best Management Practice (BMP) measures.
- B. Requirements for permanent water pollution control facilities post-construction, if required, including design and installation of storm water treatment facilities to prevent water pollution during construction of a specific Measure R Project.

##### **1.02 RELATED SECTIONS**

- A. Section 01 33 00: Submittal Procedures
- B. Section 01 35 43: Environmental Procedures for Hazardous Materials
- C. Section 01 35 63: Sustainability Plan
- D. Section 01 43 20: Project Quality Program Requirements - Design/Bid/Build

##### **1.03 REFERENCES (NOT USED)**

##### **1.04 QUALITY ASSURANCE**

- A. Comply with Project Quality Program Requirements (see 1.02 above).

##### **1.05 SUBMITTALS**

- A. Refer to Section 01 33 00 – Submittal Procedures, for submittal requirements and procedures.
- B. Construction Water Pollution Control:
  - 1. Contractor shall submit to Metro all documentation necessary for coverage under the Construction General Permit, including but not limited to Permit Registration Documents (PRDs). PRD's shall include calculations related to Risk Level, the SWPPP, which should be prepared using with the Caltrans or California Stormwater Quality Association (CASQA) SWPPP template, the names and qualifications of the Qualified SWPPP Practitioner (QSP) and Qualified SWPPP Developer (QSD), a certification of the SWPPP by the QSD. The documentation requested should be available prior to the commencement of the project, not prior to any earth disturbing activities. Construction mobilization activities have the potential to cause storm water pollution as well as excavation.

2. Contractor shall allow sufficient time for Metro and external agency to review SWPPP, as outlined in Section 01 33 00 – Submittal Procedures, but in no case shall submit the initial draft for review more than 60 days after Notice to Proceed (NTP). The documentation requested should be available prior to the commencement of the project, not prior to any earth disturbing activities. Construction mobilization activities have the potential to cause storm water pollution as well as excavation. Site disturbing activity may not begin until the SWPPP has been approved for use, uploaded to Storm Water Multi-Application and Reporting System (SMARTS) and a Waste Discharge Identification (WDID) Number received. Metro will setup the SMARTS website and will be entered as the Legally Responsible Party (LRP). The Contractor will be provided the Notice of Intent (NOI) form or submittal to the State Water Resources Control Board with the applicable fee. The SWPPP shall conform to the provisions in the referenced Manuals, the requirements of the appropriate NPDES permits, including the Construction General Permit, and the Construction Specifications approved by Metro.
  - a. Contractor's SWPPP shall provide a schedule for the erosion control construction site housekeeping measures and Work included in the Contract for all water pollution control measures and BMPs. The SWPPP shall also include post- construction measures which shall be coordinated with permanent measures discussed in Article 1.08 General Requirements of this Section.
  - b. If revisions to the SWPPP are required, as determined by Metro, the Contractor shall submit a revised plan within the time frame set forth in Section 01 33 00 – Submittal Procedures.
  - c. The SWPPP shall be updated and revised due to changes in the Project in accordance with the Construction General Permit. Contractor shall update the SWPPP when changes to the Project affect the site drainage patterns or potential discharge of pollutants to surface waters, groundwater, or a separate municipal storm sewer system. The change shall be recorded by amending (updating) the SWPPP in accordance with the regulatory provisions for SWPPP amendment. The SWPPP shall also be updated to incorporate new measures whenever existing measures are deemed ineffective by Metro or regulatory agency inspectors.
  - d. Contractor shall incorporate the "Minimum Requirements" presented in the referenced Manuals into the SWPPP. In addition to the "Minimum Requirements", the Contractor shall complete the Caltrans BMP or local city and county BMP consideration checklist, (whichever is more stringent). Checklist presented in the referenced Manuals and incorporates all BMPs required to effectively manage onsite storm water, prevent adverse impacts to water quality and avoid off-site runoff. The Caltrans or local city and county BMP (whichever is more stringent), consideration checklist shall be used for all Work.

- e. The SWPPP shall also include a detailed spill prevention and response plan for any volatile and/or otherwise hazardous materials onsite.
- f. Contractor shall submit the weekly storm water inspection reports required by the NPDES permits and the SWPPP to Metro no later than one week following the inspection. For potential violations of the NPDES permits, Contractor shall notify Metro and initiate corrective action, documenting activity as required by law and as detailed on the notes on drawing 7443 Sheet 7.
- g. Contractor shall submit all sampling and analyses results required by the NPDES permits and the SWPPP to Metro for review no later than one week following receipt of the analytical results from labs. Results from field testing of pH and turbidity shall be submitted to Metro within 72 hours of the end of a qualifying storm event, as defined by the CGP. Sampling and testing of water quality (discharges) shall be performed in accordance with sampling and analysis requirements provided in the permits, SWPPP and the notes detailed on drawing 7443 Sheet 7. In the event of exceedances, Contractor shall immediately notify Metro, and initiate corrective action. Documentation of such an event shall be provided to Metro in writing within 24 hours of initiating corrective action. Contractor shall utilize proper water pollution control measures to ensure that stormwater run off does not exceed water quality limits as contained in the appropriate NPDES permit.
- h. Contractor shall submit the quarterly non-storm water inspection reports required by the NPDES permits and the SWPPP to Metro for review no later than one week following the inspection or previous quarter close, whichever comes first.
- i. Contractor shall prepare an Annual Report summarizing corrective actions, lab reports, sampling and analyses, and any corrective actions not implemented as per Section XVI of the Construction General Permit covering each yearly period in accordance with the permit conditions. Contractor shall submit Annual Report to Metro for review and, address Metro comments in accordance with the requirements of Section 01 33 00 – Submittal Procedures. As directed by Metro, Contractor shall provide the documentation to Metro for uploading the final report to the SMARTS by September 1st of each year or in accordance with permit conditions, if permit conditions differ from these data assembly and upload requirements.
- j. The SWPPP shall also include requirements for notifying Metro, and conducting emergency response and cleanup in the event contaminated water reaches onsite catch basins, offsite catch basins, ditches, or creeks. All response measures shall be documented, and shall be inspected for effectiveness and maintained in good working order. Ineffective measures shall be repaired or replaced immediately at Contractor's cost and schedule expense.
- k. Contractor shall notify Metro of any Regional Water Quality Control Board (RWQCB) or other stormwater regulatory inspections within 24 hours of

the inspection. The Contractor shall provide written notification to Metro of any findings by the RWQCB, including verbal warnings.

- I. Contractor shall submit working or shop drawings for any additional unit descriptions (other water pollution control measures designated by the Contractor and included in the Schedule of Values) to Metro for review and approval.
- m. Site-specific Water Pollution Control Plans (Site WPC Plans) shall be included in the SWPPP Appendix and shall include site maps showing a combination of the Contract drainage, stage construction, contour grading plans, stockpile locations, construction site entrance, street sweeping plan, sanitation facilities, washout facilities, waste disposal, hazardous material storage, and water pollution control components, including location of all proposed BMPs. Contractor shall update these site maps and the Site WPC Plans to accurately show the actual site conditions at various phases of construction. The Site WPC Plans shall graphically show the use of temporary water pollution control and temporary erosion control items specified elsewhere in these Technical Documents.

C. Post-Construction Permanent Water Pollution Control:

1. Areas within City and County-owned Right of Way: Contractor shall conform to Los Angeles Municipal Separate Storm Sewer System Permit (MS4) requirements as applicable to the Work, including preparation and submittal of documentation necessary to verify said conformance on City and County facilities in City and County-owned right-of-way, and shall apply permanent BMPs consistent with BMPs outlined in the Local City and County Runoff Pollution Prevention Program and as applicable to the area of work. Contractor shall consider and coordinate design and implementation requirements with the construction and post-construction requirements associated with the Construction General Permit. Separate reports shall be prepared for Work within each jurisdiction. All reports and documentation shall be submitted to Metro. Documentation to be submitted includes, but is not limited to, completed calculations, design drawings, hydraulic and hydrologic reports for all storm water treatment facilities, and Construction Site Inspection Program required under the Municipal Regional Permit, as well as completed permit applications and forms, as applicable. Contractor's attention is directed to the fact that adjustments to the required reports and documentation may be needed to address the concerns of the various regulatory agencies and individual municipalities. Contractor shall support Metro in coordination meetings, and revise design and documentation as required to comply with said permits and local requirements.
2. Project areas outside of City- and County-owned Right of Way: Contractor shall submit to Metro all documentation and any revisions necessary to satisfy Section XIII "Post Construction Standards" and APPENDIX 2 "Post-Construction Water Balance Performance Standard Spreadsheet" of the Construction General Permit. All documentation shall be submitted along with the Permit Registration Documents for the Construction General Permit and SWPPP in accordance with requirements of this Section. Documentation that

may be required includes but is not limited to a completed pre and post-project water balance, including calculations, design drawings, and hydraulic and hydrologic reports quantifying all pre and post-project runoff as well as structural and non-structural controls included in the post-construction water balance calculator. Contractor shall support Metro in regulatory agency meetings, and revise design and documentation as required to comply with said permit.

## **1.06 DEFINITIONS**

- A. BMP: Best Management Practice.
- B. CASQA: California Stormwater Quality Association
- C. CGP: Construction General Permit
- D. NTP: Notice to Proceed
- E. NPDES: National Pollutant Discharge Elimination System
- F. PRD: Permit Registration Documents
- G. QSD: Qualified SWPPP Developer.
- H. QSP: Qualified SWPPP Practitioner
- I. REAP: Rainfall Event Action Plan
- J. RFP: Request for Proposal
- K. RWQCB: Regional Water Quality Control Board
- L. SMARTS: Stormwater Multi-Application & Reporting System
- M. SWPPP: Storm Water Pollution Prevention Plan. N. SWRCB: State Water Resources Control Board O. WPC: Water Pollution Control
- N. SWRCB: State Water Resources Control Board
- O. WPC: Water Pollution Control

## **1.07 RELATED MATERIALS**

- A. State of California, Department of Transportation (Caltrans), Standard Specifications Section 20, "Erosion Control and Highway Planting."
- B. The Caltrans "Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual" and the "Construction Site Best Management Practices Manual," and addenda thereto issued up to, and including, the date of the RFP, hereafter referred to respectively as the "Preparation Manual" and the "Construction Site BMP Manual" and collectively as the "Manuals." Copies of the Manuals may be obtained from the Department of Transportation, Material

Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

1. Copies of the Manuals may also be obtained from Caltrans' Internet Web Site portal at:

<http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.html>

- C. The California Storm water Quality Association (CASQA) "Storm water Best Management Practice Handbook Portal: Construction," including Appendix B, the "Storm Water Pollution Prevention Plan Outline" and Appendix D, "Field Monitoring and Analysis Guidance" and addenda thereto issued up to, and including, the date of advertisement of the Project, hereafter referred to respectively as the "Manuals." Copies of the Manuals and the National Pollutant Discharge Elimination System (NPDES) permits may be obtained by accessing CASQA's Internet Web Site portal at:

<http://www.cabmphandbooks.com/>

- D. State Water Resources Control Board (SWRCB) Order No. R2-2009-0009-DWQ, NPDES General Permit No. CAS000002, Storm Water Discharges Associated With Construction and Land Disturbance Activities, September 2, 2009 (hereafter Construction General Permit or CGP).

## **1.08 GENERAL REQUIREMENTS**

- A. Implementation of Storm Water Pollution Prevention Plan (SWPPP) measures shall be the first order of business upon site mobilization. Make documentation available prior to commencement of Project.
- B. Metro will not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised SWPPP program, nor for any delays to the Work due to the Contractor's failure to submit an acceptable SWPPP.
- C. A copy of the SWPPP, inspection records, prepared REAP reports, and sampling records, together with updates, revisions and amendments shall be kept at the construction site. At the request of Metro, the Contractor shall furnish multiple copies of the SWPPP for distribution.
- D. Contractor shall designate qualified QSD/QSP staff prior to commencement of Project and no later than submission of all required SWPPP materials to Metro to prepare and implement the SWPPP, defined by the CGP as follows:
  1. Qualified SWPPP Developer (QSD): The Contractor's QSD shall have registrations/certifications listed in Section VII of the CGP by commencement of A QSD must prepare and sign the SWPPP, the SWPPP must be in place prior to any construction activities. The contractor cannot be allowed to obtain a QSD within 1 year from commencement of project activity.
  2. Qualified SWPPP Practitioner (QSP): The Contractor's QSP shall have registrations/certifications listed in Section VII of the CGP and successfully complete the SWRCB sponsored or approved QSP training course and QSP



exam prior to any Construction activity. Or the QSP cannot be allowed as a QSD within 1 year from commencement of Project activity.

3. If either the QSP or the QSD is no longer employed by the Contractor or is no longer associated with the Work, the Contractor shall notify Metro within 24 hours, and designate a replacement within 72 hours, so Metro can update the SWRCB's Storm Water Multi-Application & Reporting System (SMARTS) within 72 hours.
    - a. The replacement QSD or QSP shall have the registrations/certifications within specified time frame.
  4. Contractor shall designate individual(s) as QSP and QSD Data Submitter(s), to be approved and certified by Metro, Metro will upload data electronically into Storm Water Multi-Application & Reporting System (SMARTS). The SWPPP, quarterly inspection reports, Annual Reports, and all sampling results for non-visible pollutants shall be uploaded onto SMARTS by the certified Data Submitter(s), at Metro's request.
- E. Contractor shall provide updates to submittal items monthly or as directed by Metro per the requirements of this Specification, and shall provide documents for Metro to upload to SMARTS.
  - F. Contractor shall design and incorporate BMPs into the Project design in a manner that ensures that Project facilities comply with the requirements of the respective permits.
  - G. Contractor shall implement the permitted design and shall conduct all necessary monitoring and testing and any modifications deemed necessary for compliance prior to final completion and hand over of the Project Work to Metro, providing requisite reports to Metro upon request.
  - H. The Contractor shall be responsible for complying with Sections 5650 and 12015 of the Fish and Game Code, and other applicable statutes relating to prevention or abatement of water pollution.
  - I. All areas of exposed earth created by the Contractor beyond what is shown on the Drawings and referred to in the Construction Specifications shall also be subject to these provisions except that the Contractor shall be fully responsible for all costs and liabilities associated with slope protection Work and erosion control in these areas.

#### **1.09 CONSTRUCTION WATER POLLUTION CONTROL**

- A. General: The Contractor's program to control water pollution shall be included in the SWPPP to prevent any net increase in pollution of storm water runoff from entering waterways. The Contractor shall exercise every reasonable precaution to protect the creeks within the Project area from pollution including fuels, oils, and other harmful materials and shall conduct the operations and schedule the operations so as to avoid muddying and silting of the creek in accordance with the CGP. The Contractor shall provide effective temporary water pollution control measures for all creeks or their tributaries. Such measures shall include but not be

limited to providing dikes, basins, ditches, and applying straw and seed. Contractor shall coordinate water pollution control work with all other Work done on the Contract.

- B. Training: Contractor shall provide Water Pollution Control training as required by the CGP. Documentation of training shall be provided to Metro within one week of the training. Training shall be performed by qualified staff and documentation of training shall be kept on site with the SWPPP documents as defined by the SWRCB.
- C. Water Pollution Control Maintenance: Contractor shall furnish sufficient personnel, materials and adequate equipment to perform the water pollution control maintenance work immediately and to work continuously until its completion. Water pollution control maintenance work shall consist of maintaining and replacing temporary water pollution control measures throughout the duration of the Contract until permanent measures are accepted by Metro. Maintenance work and SWPPP implementation shall be considered as integral functional practices to implement water pollution control. Failure to fully comply with the requirements of the Construction General Permit shall subject the Contractor to all fines, damages and job delays incurred due to failure to implement and properly update the SWPPP.
- D. Water Pollution Control Effectiveness: If the measures being taken by the Contractor are inadequate to control water pollution effectively, Metro may direct the Contractor to revise its operations and its SWPPP program. Such directions will be in writing and will specify the items of Work for which the Contractor's water pollution control measures are inadequate. No further Work shall be performed on said items until the water pollution control measures are adequate and, if also required, a revised SWPPP program has been accepted.
- E. SWPPP Implementation: The Contractor shall be responsible upon approval of the SWPPP and throughout the duration of the Project for installing, constructing, inspecting, maintaining, removing and disposing of the water pollution control measures included in the SWPPP. Unless otherwise directed by Metro, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of Work ordered in conformance with the Contract Provisions. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control measures are specified in the Manuals and specified herein.
  - 1. Contractor's program for implementing, inspecting, and maintaining water pollution control practices for wind erosion control, tracking control, non-storm water control, and waste management and materials pollution control shall be year round.
  - 2. The National Weather Service weather forecast shall be monitored for the project's zip codes and used by the Contractor on a daily basis. If there is any chance of rain forecast within 48 hours, the forecast shall be printed out and kept with the SWPPP. If the chance of precipitation is greater than 50%, the necessary water pollution control practices shall be deployed prior to the onset of the precipitation, and monitoring shall increase, as required by law and outlined in the Construction General Permit. For Risk Level II and III locations within the project, a Rainfall Event Action Plan (REAP) shall be prepared as

required by the SWPPP. The REAP shall be provided to Metro within 72 hours of completion. The National Weather Service weather forecast is found at:

<http://www.wrh.noaa.gov/>

3. The Contractor shall maintain a rain gage at the site at all times during construction. Rain gage readings shall be recorded daily and provided to Metro within 72 hours whenever the daily rainfall total is greater than 0.25 inches per day or whenever the rainfall is a part of a qualifying storm event as defined by the CGP.
4. For all project Risk Levels, the QSP, or a Metro approved substitute designated and trained by the QSP (QSP-substitute) shall inspect the site before a forecast storm (within 48 hours prior to a forecast storm), during the storm (at 24-hour intervals during extended rains), and after a storm (not later than 48 hours after rain event). Inspections shall be documented as specified in the Manual. Inspection forms shall be provided to Metro within 72 hours of the inspection
5. Stormwater inspections shall be performed by the QSP or individual trained by the QSP-substitute year round a minimum of once a week at all active areas and all areas with installed BMPs as required by permit and the SWPPP. More frequent monitoring is required for rain events. Contractor shall provide a rain gauge on site as specified above and record the measurements in rain event inspection reports.
6. Non-Stormwater inspections shall be performed quarterly by the QSP, QSP-substitute, Metro (quarterly inspection time periods are January- March, April-June, July-September, and October-December).
7. Contractor shall conduct sampling and analyses of storm water as required by the Construction General Permit. Sampling shall be performed by the QSP or Metro approved QSP-substitute.
8. If the Contractor or Metro identifies a deficiency in any aspect of the implementation of the approved SWPPP or amendments, the deficiency shall be corrected immediately (within 72 hours of identification). The deficiency may be corrected at a later date and time if requested by the Contractor and approved by Metro in writing, but not later than the onset of any precipitation event. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the Project shall be in noncompliance. Attention is directed to the Contract Documents for possible noncompliance penalties.
9. If the Contractor fails to conform to the approved SWPPP and Construction General Permit, Metro may order the suspension of construction operations which create or have the potential to create water pollution.
10. Implementation of water pollution control practices may vary by season. The Construction Site BMP Manual and this Section shall be followed for control practice BMP selection of year round, water pollution control practices.

11. Disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing 14 days. Non- active areas shall be protected as required within 14 days of cessation of soil disturbing activities or prior to the onset of any precipitation event, whichever occurs first.
12. The Contractor shall provide barriers adequate to prevent flow of muddy water, vegetation debris, soil and other materials into any creek or drainage channel. During construction of such barriers, muddying of the creek/drainage channel shall not be allowed. Oily or greasy substances originating from the Contractor's operations shall not be allowed to enter or be placed where they may potentially enter any creek or drainage channel.

#### **1.10 POST-CONSTRUCTION PERMANENT WATER POLLUTION CONTROL**

- A. Contractor's program to control water pollution for permanent facilities shall be in accordance with regulatory requirements, the Los Angeles County MS4 Permit (for City and County owned facilities and right of way), and the Construction General Permit (for all other facilities) as outlined in Article 1.05, Submittals, of this Section.
- B. Contractor shall provide pre-construction surveys as outlined in Section 01 71 24 – Preconstruction Surveys, and shall include all necessary hydraulic and hydrologic studies and runoff drainage calculations to comply with NPDES requirements as well as sustainability goals, and those included in the Metro Environmental Policy and Water Use and Conservation Policy ([www.metro.net/sustainability](http://www.metro.net/sustainability)). Contractor shall participate with Metro upon request in regulatory agency meetings regarding NPDES compliance.

#### **PART 2 - PRODUCTS (NOT USED)**

#### **PART 3 - EXECUTION (NOT USED)**

**END OF SECTION 01 35 35**

## **SECTION 01 35 43**

### **ENVIRONMENTAL PROCEDURES FOR CONTAMINATED AND HAZARDOUS MATERIALS**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Performing excavation and, where contaminated and hazardous materials exist.
- B. When contaminated soils or Hazardous Materials are encountered, the Contractor shall be responsible for the removal, transportation and disposal of Contaminated and Hazardous Waste Materials as indicated in the Contract Documents. Contractor shall have, under Subcontract at the time of Award, sub-contractor qualified to remove and dispose of Hazardous Materials in accordance with this section and Section 01 35 70 – Asbestos Related Construction Work. Contractor shall notify Metro verbally immediately, each time suspected Hazardous Material is found and proceed with removal and disposal as described above. Contractor shall then notify Metro CM in writing, confirming the verbal notification.

##### **1.02 RELATED SECTIONS**

- A. Section 01 33 00: Submittal Procedures
- B. Section 01 35 29: Health, Safety, and Emergency Response Procedures for Contaminated Sites
- C. Section 01 35 70: Asbestos Related Construction Work
- D. Section 01 43 20: Project Quality Program Requirements - Design/Bid/Build

##### **1.03 REFERENCES**

- A. South Coast Air Quality Management District (SCAQMD):
  - 1. Rule 1166 – Volatile Organic Compound Emissions from Decontamination of Soil
- B. California Code of Regulations (CCR):
  - 1. Title 8: Section 51 93 - Bloodborne Pathogens
  - 2. Title 22: Division 4.5, Chapter 11, Article 3 § 66261.24 – Characteristic of Toxicity
- C. California Health and Safety Code
- D. Code of Federal Regulations (CFR):
  - 1. 49 CFR: Title 49 - Transportation

#### **1.04 QUALITY ASSURANCE**

- A. Comply with Project Quality Program Requirements (see 1.02 above).
- B. Comply with the requirements of the Site Specific Safety and Health Plan prepared by the contractor and approved by Metro. Metro will provide certain monitoring and testing for Hazardous Substances in the air, soil and groundwater, pursuant to Section 01 35 29 – Health, Safety, and Emergency Response Procedures for Contaminated Sites.
- C. Obtain SCAQMD Rule 1166 Permit prior to soils excavation work and provide required air monitoring per permitted and approved plan.

#### **1.05 SUBMITTALS**

- A. Product Data: Manufacturer's description and specifications for personal Protective Equipment (PPE) and monitoring equipment.
- B. Provide Notice of all anticipated Hazardous Substances or issues such as Underground Storage Tanks (USTs), Gas Casings, Asbestos and contaminated soil or groundwater. The Contractor shall review the Contract Items for Hazardous Waste Removal, and any other available information in preparation of this Notice including the Final EIS/EIR provided as part of the link <http://www.Metro.net/projects/westside/final-eis-eir>.
- C. Material Safety Data Sheets (MSDS): Manufacturer's Material Safety Data Sheets for each type of material used in Work.

#### **1.06 DEFINITIONS**

- A. Asbestos: Material containing greater than 0.1 % of asbestiform variety of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite (amosite), anthophyllite, actinolite, tremolite or transite pipe.
- B. Asbestos-Related Work: As defined in Section 25914.1 of the California Health and Safety Code (as amended, modified and replaced from time to time)
- C. Metro-Directed Facility: Facility that Metro chooses to accept materials for subsequent recycling, storage, disposal, incineration or other disposition.
- D. Contaminated Soils: Soils which are excavated that exhibit one or more of the following Characteristics:
  - 1. Greater than (>) 100 ppm Total Recoverable Petroleum Hydrocarbon per EPM Method 418:1
  - 2. 5 ppm Total Petroleum Hydrocarbons as gasoline per EPA Method 8015
  - 3. 50 ppm direct reading from hand held Photo Ionization Detector calibrated by 100 ppm Hexane
  - 4. 0.1 ppm Benzene, or > 10 ppm Toluene, or > 62 ppm Ethyl Benzene, or > 62 ppm Xylenes per EPA Method 8020



5. Characteristic of Toxicity per CCR, Title 24, § 66261.24
  6. Lead contaminated soils: soils containing less than 5mg/l (non hazardous) or greater than 5 mg/l (hazardous)
  7. All tar sands that are located within the vicinity of the La Brea Tar Pits and Fairfax Station.
- E. Gas Casings: Oil and gas wells and casings.
- F. Hazardous Substances: The definition for Hazardous Substances is given in SP-36A.
- G. Hazardous Substances Removal: As defined in Section 25914.1(c) of the California Health and Safety Code (as amended, modified or replaced from time to time) including the removal of all hazardous substances as defined herein.
- H. Hazardous Waste: Waste or combination of wastes as defined in 40 CFR 261.3 et seq., or regulated as hazardous waste in California pursuant to California Health and Safety Code, Chapter 5, Division 20, or as defined as hazardous waste in 40 CFR 171.8, or listed by the U.S. Department of Transportation and regulated as hazardous under 49 CFR 172.101 and appendices (as each of the foregoing statutes and regulations are amended, modified or replaced from time to time) and deemed a waste.
- I. Hazardous Waste Operations: Operations that require the disturbance of hazardous substances including, but not limited to, excavation, demolition, segregating, stockpiling, loading, hauling and disposal. Operations that are conducted in accordance with all requirements of CCR, Title 8, Section 5192 (Cal/OSHA). Sampling and profiling to confirm materials as hazardous are included in the Contractor's scope.
- J. Hazardous Waste Operations Safety and Health Program: as defined in CCR, Title 8, Section 5192 and as required in Section 01 35 29 – Health, Safety, and Emergency Response Procedures for Contaminated Sites.
- K. Included Environmental Operations: The following Work is defined as "Included Environmental Operations," and is included as part of the Contractor's work.
1. Sampling and analytical Work, required to classify or characterize excavated soils or groundwater for the purposes of proper handling and disposal.
- L. RCRA-Hazardous Waste: Waste determined to be hazardous under the Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq. (as amended, modified or replaced from time to time).
- M. Non-RCRA Hazardous Waste: Industrial wastes that exhibit a level of contamination not considered hazardous, but are required by the State of California to be managed for disposal to a permitted Class II landfill. Class II landfills are specially designed to reduce the risks of groundwater contamination from industrial wastes. Also known as California-Regulated Waste.

- N. Solid Waste: All solid, semi-solid, and liquid wastes, but does not include Hazardous Wastes as defined in Section 25227 of the California Health and Safety Code, Division 20, Chapter 6.5 (as amended, modified or replaced from time to time).
- O. USTs: Underground Storage Tanks, sumps and vaults subject to any laws or Regulations regarding closure, drainage, sealing, excavation, removal, transport or disposal, or other laws for the protection of health, safety and the environment.
- P. Asbestos Cement Pipe (ACP): Variety of pipes or piping components containing asbestos.

## **1.07 WORK SITE CONDITIONS**

Contaminated Soil and Hazardous Waste Information, where available, is described within the Contract Documents and the Geotechnical Data Reports included in the FEIS/FEIR (<http://www.metro.net/projects/westside/final-eis-eir/>). The Contractor shall become familiar with the information provided.

## **PART 2 - PRODUCTS**

### **2.01 PERSONAL PROTECTIVE EQUIPMENT AND MONITORING EQUIPMENT**

- A. Conform to the requirements of Cal/OSHA, Federal OSHA, and Section 01 35 29 – Health, Safety, and Emergency Response Procedures for Contaminated Sites.

## **PART 3 - EXECUTION**

### **3.01 DISCOVERY OF HAZARDOUS SUBSTANCES**

- A. Upon encountering suspected hazardous substances, USTs, gas casings, lead containing materials, Asbestos Cement Pipe, or other asbestos Containing Material during performance of excavation or demolition, Contractor shall:
  - 1. Immediately notify Metro CM by telephone of discovery.
  - 2. Continue the excavation or demolition of non-impacted areas without delay, except to the extent prevented by performing the required hazardous substance removal.
  - 3. Within 24 hours formalize notification in writing. Describe in such notifications the location and condition of the area and implement the Environmental Safety and Health Program controls, if required, as specified in Section 01 35 29 – Health, Safety, and Emergency Response Procedures for Contaminated Sites.
  - 4. Undertake sampling and profiling of the suspected Hazardous Materials to confirm handling and disposal requirements and notify Metro for further instruction.
  - 5. If confirmed as hazardous material coordinate and make site available (including traffic control, lifting of plates, shoring etc) for Metro's Specialty Contractor to remove for disposal. Once material has been removed,

Contractor to continue work or backfill, reinstate road plates and/or restore area.

6. All Hazardous Waste Operations with the exception of sampling and profiling are excluded from the Contract. For further details, see SP-36.

### **3.02 EXCAVATION OF CONTAMINATED SOILS**

- A. Contaminated soils covered in this section are those that meet the definition given in Section 1.06D, but do not meet the definition of Hazardous Materials given in Section 1.06F.
- B. Contaminated soils shall be excavated, transported and disposed of by the Contractor at no cost to Metro. For bidding purposes the Contractor shall assume all excavated soils are contaminated.
- C. Contractor shall notify Metro when contaminated materials are found which meet the definition in 1.06 F above.

### **3.03 DISPOSAL OF CONTAMINATED MATERIALS**

- A. Dispose of contaminated soil at a Metro approved and permitted waste disposal facility (Class II minimum). Disposal of contaminated soils at Parks, Schools, Farms and Residential Developments is prohibited. Contractor is required to prepare a Metro approved comprehensive waste management plan prior to starting work.
- B. Waste manifests for Contaminated Materials shall be provided for Metro Environmental staff review and approval prior to disposal.

**END OF SECTION 01 35 43**



## **SECTION 01 35 53**

### **WORKSITE SECURITY REQUIREMENTS**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Minimum requirements for Contractor's Construction Security Program. Requirements in this section are NOT stand alone and shall be taken in conjunction with the requirements of the Metro Construction Safety and Security Manual, Revision 4.1. Requirements include but are not limited submittals, personnel, equipment, behaviors and work site conditions.

##### **1.02 RELATED SECTIONS – Not all sections listed below appear in all Metro Contracts.**

- A. Section 01 33 00 Submittal Procedures
- B. Section 01 35 23: Worksite Safety Requirements
- C. Section 01 43 20: Project Quality Program Requirements
- D. Section 01 50 00: Temporary Facilities and Controls
- E. Section 01 52 13: Construction Facilities
- F. Section 01 53 05: Temporary Decking Systems
- G. Section 01 53 16: Temporary Precast Concrete Deck
- H. Section 01 53 16: Temporary Access Roads and Parking Areas
- I. Section 01 56 23: Temporary Barriers
- J. Section 01 56 26: Construction Fencing (Wood)
- K. Section 01 56 28: Construction Fencing (Chain Link)
- L. Section 01 66 00: Product Storage and Handling Requirements
- M. Construction Safety and Security Manual (CSSM) Revision 4.1

##### **1.03 REFERENCES**

- A. American National Standards Institute/International Safety Equipment Association (ANSI/ISEA):
  - 1. ANSI/ISEA 107 - High-Visibility Safety Apparel and Hardwear
- B. City of Los Angeles:
  - 1. Municipal Code, Chapter V Public Safety and Protection, Article 7 – Fire Protection and Prevention (Fire Code)

- C. County of Los Angeles Department of Health Services:
  - 1. Emergency Medical Services Agency, EMT Information
- D. State of California, Division of Occupational Safety and Health (Cal/OSHA):
  - 1. California Code of Regulations (CCR) Title 8 – Industrial Relations et seq.
- E. California Code of Regulations (CCR); Title 24:
  - 1. Part 3 - California Electrical Code (CEC)
  - 2. Part 9 - California Fire Code (CFC)
- F. National Fire Protection Association (NFPA):
  - 1. NFPA 70 - National Electrical Code (NEC)
- G. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA):
  - 1. Code of Federal Regulations (CFR) Title 29, Part 1910 (Occupational Safety and Health Standards) et seq.,
  - 2. Code of Federal Regulations (CFR) Title 29, Part 1926 (Safety and Health Regulations for Construction) et seq.

#### **1.04 QUALITY ASSURANCE**

- A. Comply with Project Quality Program Requirements (see 1.02 above).
- B. Contractor shall comply with the requirements of this section, as directed by Metro Director of Construction Safety.
- C. Comply with State of California Division of Safety and Health (Cal/ OSHA) Title 8, and other Federal and local laws or regulation.
- D. Non compliance with the Security requirements and local and Federal regulation will not be the basis of a change in scope of this Work.
- E. Metro reserves a right to conduct either announced or un-announced review of security plan enforcement according to the requirements of this Section.
- F. Issues found to be non-compliant shall be addressed by the Contractor at a weekly construction progress meeting in which safety and security items are discussed.

#### **1.05 SUBMITTALS**

- A. Refer to Sections 01 33 00 – Submittals Procedures, for submittal requirements and procedures.
- B. Submittals and re-submittals, when required, shall be considered within the original scope of this Contract and shall be submitted in accordance with Metro accepted submittal schedule so as to not delay the performance of Work by the Contractor.



- C. The refusal of Metro to issue permission to perform Work upon the Worksite, either prior to Work beginning or during the Contractor's performance of the Work, due to the Contractor's failure to submit listed safety submittals, or due to Metro rejection of unacceptable submittals, shall not constitute a basis for any claim of delay, interference, disruption or other similar types of claims.
- D. Approved submittals shall be revised and resubmitted as changes in conditions warrant or upon request of Metro.
- E. Upon receiving notice of award of this Contract, the Contractor shall prepare and submit for review the submittal listed below. No work shall be performed at the Worksite, until Metro has returned the submittals as "Approved".
  - 1. Submit a written site specific Security and Loss Prevention Program that outlines the method of property and asset protection to be used by the Contractor.
  - 2. Metro will review and approve written plans of the Contractor identifying measures for securing project related Worksites.
- F. The Program shall address both active and passive security measures to be implemented by the Contractor and shall include, but is not limited to the following.
  - 1. Security Guard Service: Not Used.
  - 2. Lighting / Illumination: The Contractor shall provide and maintain adequate lighting throughout each Worksite including but not limited to staging, lay-down areas and employee parking lots.
  - 3. Office Security: Contractor office facilities directly supporting the Work shall be secured to prevent entry and shall be provided with alarm systems.
  - 4. Physicals Barriers: Contractor shall provide and install perimeter fencing. Access areas shall be closed and locked at the end of shift or when Work is completed in the area.
- G. Project Warning Signage: Contractor shall provide signs such as 'Keep Out - No Trespassing, Authorized Personnel Only or similar.'
- H. Upon approval by the Metro, the Contractor shall implement the approved Program.
  - 1. Metro will monitor the performance of the Contractors Program to ensure that adequate security is provided during the construction of the project.
- I. Should either the Contractor or Metro determine that conditions have changed the Contractor will be required to resubmit an updated site specific Security and Loss Prevention Program that reflects the changes in conditions.
  - 1. Make re-submittals in accordance with Metro approved submittal schedule so as to not delay the performance of Work by the Contractor.

## **1.06 DEFINITIONS**

- A. Terms defined in this section are defined at the time of first use.
  - 1. Refer also to the list of definitions in the Construction Safety and Security Manual which is part of this Contract.

## **1.07 ADMINISTRATIVE REQUIREMENT**

- A. Provide, operate and maintaining security at the Worksite during construction. Security refers to the protection of both Metro property and the property of the Contractor from theft, vandalism, pilfering or other destructive activities.
  - 1. It is the Contractor's sole responsibility to provide protection for property (Including equipment and supplies) under the Contractor's care, custody and control.
- B. Establishing, implementing and maintaining an effective, site-specific, Security and Loss Prevention Program (the Program).
  - 1. The Contractor is solely responsible for record keeping and insuring that subcontractors are informed of and comply with the Program.
- C. Compliance with California Code of Regulations (CCR), Title 8, as well as all other federal, state and local regulations, statutes and codes applicable to security operations.
  - 1. Strict compliance with applicable regulations as determined by Metro shall be considered within the original scope of this Contract and shall not delay the schedule for performance of Work by the Contractor nor shall it be relied upon to form the basis of a claim for delay.
  - 2. Compliance with determinations by Metro shall not relieve the Contractor from other obligations imposed by law or regulation nor serve as the basis of request for change to increase the cost of the Work.
- D. The Program shall comply with CFR 1926.800 (b) (3), which states: "The employer shall control access to all openings to prevent unauthorized entry underground."
  - 1. Unused chutes, manways, or other openings shall be tightly covered, bulkheaded, or fenced off and shall be posted with warning signs indicating "Keep Out" or similar language."
- E. The Program shall include methods of protecting physical structures, above, below or at grade, Construction Facilities, Product Storage and Handling area, from trespassers and malicious mischief.
- F. On Projects involving multiple Prime Contractors, each Prime Contractor shall coordinate with all other Prime Contractors to insure that all Project areas are adequately patrolled. This requirement for coordination of Security activities and plans also applies to any Prime Contractors working on Metro properties in the same or adjacent areas to other Prime Contractors even if the Work for each Prime Contractor is part of separate Projects.

- G. The Prime Contractor and sub-contracted Security Firm(s) shall coordinate with the Local Law Enforcement and the Metro Security Department for patrol enhancement via the Metro's Third Party Coordinator.
- H. The Prime Contractor shall comply with the provisions of the Construction Safety & Security Manual.

#### **1.08 WORKSITE CONDITIONS**

- A. Operating Rail Systems: Not Used.

#### **1.09 DELIVERY, STORAGE, AND HANDLING**

- A. Refer to Section 01 66 00 – Product Storage and Handling Requirements for general requirements for product delivery, storage and handling procedures.

### **PART 2 - PRODUCTS**

#### **2.01 SECURITY EQUIPMENT AND TOOLS** - Per paragraph 1.05.F.1, Security Personnel are not required to be employed or subcontracted for this Work. However, in the event the Contractor chooses to employ security personnel or a security sub-contractor, the following shall apply:

- A. Select, provide and retain a reputable uniformed security guard service. Security guards assigned by the Subcontracted Security Firm shall only be assigned to Project Worksites for patrol and other security related activities.
- B. Provide security guards with motor vehicles to enhance patrolling the entire project during construction work activities including holidays and weekends. Personnel assigned by the Subcontracted Security Firm shall perform only duties directly related to the security function.
- C. Security guards shall be equipped with cell phones to enhance their ability to report incidences in a timely manner and allow direct contact with emergency communications dispatchers.
- D. Security guards shall be provided with Personnel Protective Equipment (PPE), to insure compliance with Technical Specification Section 01 35 23 – Worksite Safety Requirements.

### **PART 3 - EXECUTION**

#### **3.01 SECURITY PERSONNEL**

- A. Per paragraph 1.05.F.1, Security Personnel are not required to be employed or subcontracted for this Work. However, in the event the Contractor chooses to employ security personnel or a security sub-contractor, the following shall apply:
  - 1. Contractor shall ensure security guards service is on time and on duty providing security protection during construction activities, including holidays and weekends.

2. Contractor shall ensure security guard service employs personnel who are professional, well-groomed and wear clean, pressed uniforms.
3. Contractor shall ensure that Subcontracted Security provides personnel who are bonded and certified as security officers.
  - a. Security personnel shall be properly licensed and certified to bear and use service weapons.
  - b. Contractor shall audit and review the Subcontracted Security Firm's recruitment policies and procedures to ensure appropriate background checks and training is completed.
4. Contractor shall ensure that security personnel receive orientation training regarding construction sites and known or potential hazards and methods for recognizing and avoiding known or potential hazards.

**END OF SECTION 01 35 53**

**SECTION 01 35 63**  
**SUSTAINABILITY PLAN**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Sustainability requirements as identified in this Section shall be integrated into design and construction of the Project. In general, sustainability addresses sustainable practices in the following categories:
  - 1. Planning and design
  - 2. Energy efficiency
  - 3. Water efficiency and conservation
  - 4. Material conservation and resource efficiency
  - 5. Environmental quality
- B. The Work shall support the respective sustainability policies of Metro, and shall be consistent with Metro Facility Design Criteria for Sustainability.
- C. The Project design and construction shall comply with the mandatory sustainability measures as well as voluntary sustainability requirements required by the California Green Building Standards Code (Part 11) California Code of Regulations, Title 24.
- D. Provide a qualified Sustainability Coordinator to manage the development of a Sustainability Plan and coordinate implementation of the Plan. This individual shall be a California licensed Architect or Engineer, LEED AP of appropriate specialty with full understanding of the sustainability design, construction processes and programs.

**1.02 RELATED SECTIONS**

- A. Section 01 33 00 Submittal Procedures
- B. Section 01 35 35 Water Pollution Control
- C. Section 01 43 10 Project Quality Program Requirements - Design/Build
- D. Section 01 57 13 Temporary Erosion and Sedimentation Controls
- E. Section 01 66 00 Product Storage and Handling Requirements
- F. Section 01 74 19 Waste Management and Disposal
- G. Section 01 78 23 Operations and Maintenance Data

### **1.03 REFERENCES**

The following references are provided for Contractor's convenience in developing of the project-specific Sustainability Plan. Contractor's attention is directed to the fact that some of the references provide Project requirements, while others are guidance documents. These references are not considered all inclusive. It is the expectation of Metro that the Contractor will supplement this information based on its working knowledge of the sustainability and current changing industry practices, throughout the life of the Contract.

- A. Metro Sustainability Policy
- B. California Code of Regulations, Title 24
  - 1. Part 1 - California Building Standards Administrative Code
  - 2. Part 2 - California Building Code
  - 3. Part 6 - California Energy Code
  - 4. Part 11 - California Green Building Standards Code (CAL Green Code)
  - 5. Part 12 - California Reference Standards Code
- C. ASHRAE Standard 52.2 -"Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size"
- D. U.S. Green Building Council, Leadership in Energy and Environmental Design (LEED)
- E. Vulnerability of Transportation Systems to Sea Level Rise —Preliminary Assessment, prepared by Business Housing and Transportation Agency for California DOT, February 2009.
- F. American Public Transit Association (APTA) Sustainability Commitment and Sustainability Guidelines, 2010.
- G. Local Government Green Procurement Guide, California Sustainability Alliance, September 2010
- H. Report to Congress, Transit Green Building Action Plan, Federal Transportation Authority, July 2009 and ISO 14001 as referenced standard.
- I. Section 1, Chapter IX of the 2010 Los Angeles Municipal Code "Los Angeles Green Building Code"

### **1.04 QUALITY ASSURANCE**

- A. Comply with requirements of Section 01 43 10, Project Quality Program Requirements – Design/Build.



## **1.05 SUBMITTALS**

- A. Refer to Section 01 33 00, Submittal Procedures.
- B. As a part of the Contractor's design process, provide the first draft of the project-specific Sustainability Plan for review within 45 days of Notice to Proceed (NTP) and the final project-specific Sustainability Plan within 90 days after NTP. Where the Design Criteria are in conflict with sustainability requirements, document the conflict in the Sustainability Plan, and the Design Criteria shall take precedence
- C. Progress updates to Metro monthly in the format specified herein and agreed upon with Metro. Provide additional supporting information upon Metro request, and provide an updated sustainability report annually which adopts current approaches in the industry and reflects current Project status.

## **1.06 DEFINITIONS**

- A. Green Building: Holistic approach to demolition, design, construction, operation, maintenance, and deconstruction that minimizes the building's impact on the environment, occupants and the community. This practice expands and complements the classical building design concerns of economy, utility, durability, and comfort. Green building is also known as sustainable or high performance building.
- B. Sustainability: actions melding the interests of environment, society, and economics, and supporting sustainable development which is in turn defined by the UN Brundtland Commission as development that meets the needs of the present without compromising the ability of future generations to meet their own needs. For the public transportation industry, this means:
  - 1. Employing practices in design and capital construction, such as using sustainable building materials, recycled materials, and solar and other renewable energy sources to make facilities as 'green' as possible.
  - 2. Employing practices in operations and maintenance such as reducing hazardous waste, increasing fuel efficiency, creating more efficient lighting and using energy-efficient propulsion systems.
  - 3. Employing community-based strategies to encourage land use and transit-oriented development designed to increase public transit ridership.
- C. GHG: Greenhouse gases, gases which trap heat in the Earth's atmosphere and contribute to climate change, primarily carbon dioxide, methane, nitrous oxide, hydrofluorocarbons (HFCs) and perfluorocarbons (PFC), and sulfur hexafluoride (SF6).
- D. LEED: US Green Building Council Leadership in Energy and Environmental Design LEED, a nationally recognized building certification program with formal, tiered levels of accomplishment based on documentation of accumulated points.

- E. USGBC: US Green Building Council, a non-profit organization dedicated to sustainable building design and construction; also the developer of the LEED rating system.
- F. Carbon Footprint: Total set of greenhouse gas emissions caused by an organization, event or product, expressed in carbon dioxide equivalent units.
- G. Project Sustainability Plan: Project-specific plan that defines sustainability goals and details how these goals will be attained for the project.
- H. Sustainability Measures: Designated measures to be incorporated to the Project Sustainability Plan, based on the Sustainability Measures Checklist.

## **1.07 REVIEW AND APPROVALS**

- A. Metro will perform appropriate inspections to verify and document the implementation of Metro-approved Sustainability Plan during design and construction.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS AND EQUIPMENT**

- A. Furnish all design, materials, equipment, devices, appurtenances, facilities, and services required for preparing and modifying the project-specific Sustainability Plan, progress reporting, and for implementing the Plan and performing the specified Work.

## **PART 3 - EXECUTION**

### **3.01 SUSTAINABILITY PLAN GOALS**

- A. The Sustainability goals for the Project, as a minimum, are to efficiently implement the mandatory sustainability measures as listed in the Sustainability Measures Checklist from the Current Edition of California Code of Regulations (CCR), CALGreen, Part 11 of Title 24, and record benefits associated with each measure. The Sustainability Measures and the Project's environmental requirements pertaining to sustainability shall be incorporated to the Sustainability Plan and their implementation status updated in all subsequent progress reports.

### **3.02 SUSTAINABILITY PLAN CONTENTS AND FORMAT**

- A. Prepare and implement Metro Project-specific Sustainability Plan which shall be organized as follows:
  - 1. Introduction and Basis
  - 2. Goals
  - 3. Sustainability Commitments — list all sustainability elements (mandatory, voluntary or optional)
  - 4. Implementation Process and Responsibilities

5. Monitoring Implementation, Measurement, Reporting and Verification
  6. References
- B. The Contractor's Sustainability Plan shall include mandatory and voluntary elements for sustainability on the Project and include a process for identifying and submitting to Metro for additional cost-effective sustainability opportunities as the Project progresses.
  - C. Capture of existing regulatory standards, local government policies and programs, and project requirements that reflect sustainability elements.
  - D. Report on each criteria on a monthly basis in a tabulated format, listing the following for each criteria element:
    1. Basis of Criteria (Code/Document reference)
    2. Detailed description of the Sustainability Criteria Element/commitment
    3. Benefits: Including Functional, Maintenance, Cost, Schedule, and Life Cycle.
    4. Environmental Benefits - Short and Long Term
    5. Implementation Method/Status/verification including reasons for non implementation

**END OF SECTION 01 35 63**



## **SECTION 01 35 66**

### **GREEN CONSTRUCTION POLICY SPECIFICATIONS**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Contractor's responsibilities and obligations relative to the Los Angeles County Metropolitan Transportation Authority (Metro) Green Construction Policy. The Green Construction Policy establishes requirements for identifying and mitigating air emission impacts on human health and the environment; for reducing on-road and off-road mobile sources, as well as ancillary diesel-fueled equipment used during construction activities administered by Metro; for implementing feasible and appropriate Best Management Practices (BMPs); and for monitoring to ensure compliance with this policy.

##### **1.02 RELATED SECTIONS**

- A. Section 01 33 00: Submittal Procedures
- B. Section 01 43 20: Project Quality Program Requirements

##### **1.03 REFERENCES**

- A. California Code of Regulations (CCR):
  - 1. Title 13: Section 2485 - CARB Airborne Toxic Control Measures to Limit Diesel- Fueled Commercial Motor Vehicle Idling.

##### **1.04 QUALITY ASSURANCE**

- A. Comply with Project Quality Program Requirements (see 1.02 above).
- B. The Contractor will designate a qualified person on the Contractor's staff to be responsible for compliance with this Section and providing the submittals.
- C. The Metro Technical Representative will monitor Contractor's performance of tasks specified, and will inspect necessary records, reports and procedures to ensure compliance with this Section.

##### **1.05 SUBMITTALS**

- A. Refer to Section 01 33 00 - Submittal Procedures, for submittal requirements and procedures.
- B. The Contractor shall submit the following documents prior to the issuance of a Notice to Proceed (NTP) to commence work on a construction project:
  - 1. A certified statement signed and printed on the Contractor's letterhead by the Contractor's qualified person confirming that all construction equipment, on-road equipment and generators comply with the requirements in the Section. The certified statement will also include the Contractor's qualified person's

name, title, business address, e-mail address, phone number and fax number. The Contractor's qualified person will be responsible for compliance with this section and providing all the submittals listed in the Section. Use the attached Certification of Compliance sample form attached to this Section.

2. A list of all the construction equipment, on-road vehicles and generators, required under this section, with the following information:
  - a. Construction Equipment including generators: Name of contractor or subcontractor responsible for equipment, equipment name and description, manufacturer, equipment serial number, engine model year, EPA Tier rating, horsepower rating, fuel type, type of emission control technology installed, manufacturer, device serial #, CARB-VDECS level and CARB Equipment ID number.
  - b. On-Road Equipment: Name of contractor or subcontractor responsible for equipment, equipment name and description, make, model, year, vehicle identification number, engine model year, EPA Tier rating, horsepower rating, fuel type, type of emission control technology installed, manufacturer, device serial #, CARB-VDECS level and CARB Equipment ID number.
3. A copy of the certified EPA rating, CARB registration, or SCAQMD / AVAQMD permit for each applicable piece of equipment to be used onsite.
4. A monthly fuel usage log for all construction equipment, on-road equipment and generators. The monthly log shall be submitted in electronic format (in MS Word or Excel) and hard copy by the 7th day of each month during the project. Use the attached Monthly Fuel Usage forms attached to this Section.
5. Provide and attach copies of fuel delivery receipts identifying source of supply, quantity of fuel, and quality of fuel to the Construction Equipment Monthly Fuel Usage form.
6. If an unanticipated need for the use of construction equipment, on-road equipment or generators arises after construction has commenced or after the Contractor has submitted the information required by the above subsections, the Contractor shall provide such information for the unanticipated equipment within 14 days after an identified emergency or when the need arises and prior to the use of the equipment or vehicle.

## **1.06 DEFINITIONS**

### **A. NOT USED**

- B. Best Available Control Technology (BACT): technology, verified by CARB, for an off- road vehicle that achieves reductions in PM emissions at the highest applicable classification level for diesel emission control strategies. A summary of CARB-verified diesel emission control strategies may be found at <http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>. Where this Section requires BACT, this requirement can be satisfied by a factory installed equivalent device, such as a diesel particulate filter.



- C. Best Management Practices (BMP): methods determined to be the most effective, practical means of preventing or reducing pollution.
- D. CARB: California Air Resources Board.
- E. CARB Classification Levels: levels of diesel emission control retrofit technologies, with Level 3 being the highest classification level, and the only level acceptable for a retrofit under this Section, except as provided for in this Section.
  - 1. Level 3 is defined as retrofit technology that reduces diesel PM emissions by eighty- five percent (85%) or greater or reduces engine emissions to less than or equal to 0.01 grams diesel PM per brake horsepower-hour;
  - 2. Level 2 is defined as retrofit technology that reduces diesel PM emissions by between fifty and eighty-four percent (50-84%);
  - 3. Level 1 is defined as retrofit technology that reduces diesel PM emissions by between twenty-five and forty-nine percent (25-49%).
- F. Construction Equipment: A vehicle or equipment that is powered by a non-road engine, fifty horsepower (50 HP) and greater, and that is not a motor vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers and similar equipment.
- G. Construction Project: A project that is performed on Metro properties or rights-of-way and involves the construction, alteration or repair of buildings, structures, or other real property. For the purposes of this definition, the terms “buildings, structures, or other real property” include, but are not necessarily limited to, improvements of all types to bridges, highways, parkways, streets, subways, tunnels, rail lines, sewers, and utilities. If the project is performed in collaboration with another agency or agencies or parties, including where the other agency or agencies or parties have the lead responsibility for construction, the Metro shall discuss with those agencies or parties the incorporation of the provisions of this Section into all agreements, including Memoranda of Understanding, between the Metro and the other agency or agencies or parties. Until such time, provisions of this Section shall only be used as a guideline in performing construction projects that receive/program Metro funds in whole or in part.
- H. DECS: Diesel Emission Control Strategy.
- I. EPA: U.S. Environmental Protection Agency.
- J. Generator: An internal combustion engine used for power generation.
- K. Metro Green Construction Policy: The Green Construction Policy approved by the Metro Board of Directors on August 4, 2011 ([http://www.metro.net/projects\\_studies/sustainability/images/Green\\_Construction\\_Policy.pdf](http://www.metro.net/projects_studies/sustainability/images/Green_Construction_Policy.pdf)).
- L. On-Road Equipment: typically vehicles intended by their manufacturer for use on public highways. On-road vehicles must be certified by their manufacturer with the

U.S. Department of Transportation (DOT), National Highway Traffic Administration (NHTSA), as compliant with on-highway safety standards as well as certified to all applicable ARB and U.S. EPA on-road emission standards. Compliance with these standards is indicated by separate safety and emissions labels on the vehicle (e.g., worker commute vehicles, light-duty trucks, heavy-heavy duty trucks, delivery trucks, water trucks, vacuum trucks).

- M. PM: Particulate Matter.
- N. SCAQMD: South Coast Air Quality Management District.
- O. Sensitive Receptor Site: a site that is within the definition provided in the CARB Air Quality and Land Use Planning Guidelines (2005)(<http://www.arb.ca.gov/ch/landuse.htm>) such as schools, daycares, playgrounds, and hospitals.
- P. VDECS: Verified Diesel Emission Control Strategy.

## **1.07 COSTS**

- A. Contractor shall be responsible for the costs associated with the use of construction equipment associated with the project. The Contractor shall be responsible for the costs associated with the use of construction equipment by any and all sub-contractors associated with the project, unless stated otherwise in a contractual document between Contractor and sub-contractor(s). Costs include, but are not limited to, the cost of compliant equipment, retrofit technologies, pollution control technologies, leased construction equipment and applicable permits/certifications for certain equipment.
- B. Metro is not responsible for the costs associated with the use of construction equipment associated with the project.

## **PART 2 - PRODUCTS (NOT USED)**

## **PART 3 - PART 3 - EXECUTION**

### **3.01 CONSTRUCTION EQUIPMENT AIR EMISSION CONTROL REQUIREMENTS**

- A. Construction Equipment:
  - 1. The Contractor will incorporate, where feasible, construction equipment with approved emission-reducing technology such as hybrid drives and specific fuel economy standards.
  - 2. Construction Equipment idling in excess of five (5) consecutive minutes will be prohibited, or except as allowed under Title 13 of the California Code of Regulations §2485 (CARB's Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling).
  - 3. The contractor will establish truck-staging zones for vehicles waiting to load or unload material at the construction site. Such zones will be located where diesel emissions have the least impact on abutters and the general public.

4. All construction equipment shall comply with the following EPA engine specification requirements (<http://www.epa.gov/otaq/standards/allstandards.htm>):
  - a. Prior to December 31, 2011: All off-road diesel-powered construction equipment greater than 50 horsepower (hp) shall meet Tier-2 off-road emission standards at a minimum. In addition, all construction equipment greater than 50 hp shall be retrofitted with a CARB-verified Level 3 Diesel Emissions Control Device system (DECS).
  - b. From January 1, 2012, to December 31, 2014: All off-road diesel powered construction equipment greater than 50 hp shall meet Tier-3 off road emission standards at a minimum. In addition, all construction equipment greater than 50 hp shall be retrofitted with a CARB-verified Level 3 DECS. Any emissions control device used by the Contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.
  - c. From January 1, 2015 and onwards: All off-road diesel-powered construction equipment greater than 50 hp shall meet Tier-4 off-road emission standards at a minimum. In addition, if not already supplied with a factory-equipped diesel particulate filter, all construction equipment shall be outfitted with Best Available Control Technology (BACT) devices certified by CARB. Any emissions control device used by the Contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.

**B. On-Road Equipment:**

1. Trucks or equipment hauling material such as debris or any fill material shall be fully covered while operating at, to and from the Metro construction project.
2. Individual truck idling in excess of five (5) consecutive minutes will be prohibited, or except as allowed under Title 13 of the California Code of Regulations §2485 (CARB's Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling).
3. All on-road equipment will comply with the following engine specification requirements:
  - a. Prior to December 31, 2013: All on-road heavy-duty diesel trucks or equipment with a gross vehicle weight rating (GVWR) of 19,500 pounds or greater shall meet or exceed the EPA 2007 on-road emission standards for PM (0.01 g/bhp- hr); or shall be equipped with a CARB verified Level 3 diesel particulate filter.
  - b. From January 1, 2014 and beyond: All on-road heavy-duty diesel trucks or equipment with a GVWR of 19,500 pounds or greater shall comply with EPA 2007 on-road emission standards for PM and NO (0.01 g/bhp-hr and at least 1.2 g/bhp-hr, respectively).

C. Generators:

1. Every effort shall be made by the Contractor to utilize grid-based electric power at any construction site, where feasible.
2. Where access to the power grid is not available, on-site generators must:
  - a. Meet a 0.01 gram per brake-horsepower-hour standard for PM; or b. Be equipped with BACT for PM emissions reductions.

D. Best Management Practices:

1. In addition to the equipment requirements, the Best Management Practices (BMPs) listed below are imposed on all construction projects and shall include, at a minimum:
  - a. Use of diesel particulate traps or best available control technology, as feasible;
  - b. Maintain equipment according to manufacturers' specifications;
  - c. Individual truck idling in excess of five consecutive minutes will be prohibited, or what is allowed under Title 13 of the California Code of Regulations §2485 (CARB's Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling);
  - d. Maintain a buffer zone that is a minimum of 1,000 feet between truck traffic and sensitive receptors, where feasible;
  - e. Where applicable and feasible, work with local jurisdictions to improve traffic flow by signal synchronization;
  - f. If feasible and as allowed by local jurisdictions, configure construction parking to minimize traffic interference;
  - g. Enforce truck parking restrictions, where applicable;
  - h. Prepare haul routes that conform to local requirements to minimize traversing through congested streets or near sensitive receptor areas;
  - i. Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site, as feasible;
  - j. Schedule construction activities that affect traffic flow on the arterial system to off- peak hours to the extent practicable;
  - k. Use electric power in lieu of diesel power where available; and
  - l. Traffic speeds on all unpaved roads to be 15 mph or less.
  - m. Suspend the use of all construction equipment during first-stage smog alerts.

- n. Suspend all excavating and grading operations when wind speeds (as instantaneous gusts) exceed 25 miles per hour.

E. Sensitive Receptors:

1. The Contractor shall ensure that diesel emissions do not cause harmful effects to adjacent sensitive receptors.
  - a. Contractors performing construction activities that are located within 1,000 feet of sensitive receptors shall notify each of these sites in writing at least thirty (30) days before construction activities begin. Notification shall include the name of the project, a description of the location, the acreage of the construction site, the type and quantity of equipment and vehicles that will be operating at or near the site, the start date and reasonably anticipated duration of the construction, and contact information for a Metro community liaison who can answer any questions. The Contractor will include the Metro on the notification distribution list and will provide the Metro with a copy of all responses to the letter within ten (10) days of receipt of responses.

F. Enforcement:

1. Any violations of the requirements set forth in this Section shall be deemed to be a material breach of the Contractor agreement, and the Metro will use all available remedies including warnings, fines, requirement to remove equipment, institution of special assessments, and termination of contract.
2. Metro will conduct inspections of construction sites and affected construction equipment, on-road equipment and generators for compliance with this Section. The inspections will be conducted as part of existing Metro staff functions and without advance notice to the Contractor. The results of the inspections will be verified consistent with project contract requirements and in accordance with the enforcement provisions above.

G. Exceptions:

1. All construction equipment requirements within this Section shall apply unless any of the following circumstances exist and the contractor provides a written finding consistent with project contract requirements that:
  - a. The Contractor intends to meet the requirements of this policy as to a particular vehicle or piece of equipment by leasing or short-term rental, and the Contractor has attempted in good faith and due diligence to lease the vehicle or equipment that would comply with this policy, but that vehicle or equipment is not available for lease or short-term rental within 200 miles of the project site, and the Contractor has submitted documentation to the Metro showing that the requirements of this Exception provision apply.
  - b. The Contractor has been awarded funding by SCAQMD or another agency that would provide some or all of the cost to retrofit, repower, or purchase a piece of equipment or vehicle, but the funding has not yet

been provided due to circumstances beyond the Contractor's control, and the Contractor has attempted in good faith and due diligence to lease or short-term rent the equipment or vehicle that would comply with this policy, but that equipment or vehicle is not available for lease or short-term rental within 200 miles of the project site, and the Contractor has submitted documentation to the Metro showing that the requirements of this Exception provision apply.

- c. Contractor has ordered a piece of equipment or vehicle to be used on the construction project in compliance with this policy at least 60 days before that equipment or vehicle is needed at the project site, but that equipment or vehicle has not yet arrived due to circumstances beyond the Contractor's control, and the Contractor has attempted in good faith and due diligence to lease or short-term rent a piece of equipment or vehicle to meet the requirements of this policy, but that equipment or vehicle is not available for lease or short-term rental within 200 miles of the project, and the Contractor has submitted documentation to the Metro showing that the requirements of this Exception provision apply.
- d. Construction-related diesel equipment or vehicle will be used on a Metro construction project site for fewer than ten (10) calendar days per calendar year. The Contractor shall not consecutively use different equipment or vehicles that perform the same or a substantially similar function in an attempt to use this Exception to circumvent the intent of this Section. In any of the situations described above, the Contractor shall provide the next cleanest piece of equipment or vehicle as provided by the step down schedules in Table A for Construction Equipment and Table B for On-Road Equipment.

<b>Table A. Construction Equipment Compliance Step Down Schedule*</b>		
Compliance Alternative	EPA Engine Standard	CARB-verified DECS (VDECS)
1	Tier 4	N/A**
2	Tier 3	Level 3
3	Tier 2	Level 3
4	Tier 1	Level 3
5	Tier 2	Level 2
6	Tier 2	Level 1
7	Tier 2	Uncontrolled
8	Tier 1	Level 2
Equipment less than Tier 1, level 2 shall not be permitted.		



<b>Table B. On-Road Equipment Compliance Step Down Schedule*</b>		
Compliance Alternative	Engine Model Year	CARB-verified DECS (VDECS)
1	2010	N/A
2	2007	N/A**
3	2004	Level 3
4	1998	Level 3
5	2004	Uncontrolled
6	1998	Uncontrolled
Equipment with a model year earlier than Model year 1998 shall not be permitted.		

**\*Table A and Table B Use Instructions:**

For example, if Compliance Alternative #3 is required by this Section, but a Contractor cannot obtain an off-road vehicle that meets the Tier 2 engine standard that is equipped with a Level 3 DECS (Compliance Alternative #3 in Table A) and meets one of the above exceptions, then the Contractor shall use a vehicle that meets the next compliance alternative (Compliance Alternative #4) which is a Tier 1 engine standard equipped with a Level 3 DECS. Should the Contractor not be able to supply a vehicle with a Tier 1 engine equipped with a Level 3 DECS in accordance with Compliance Alternative #4 and has satisfied the requirements of one of the above exceptions as to the Contractor's ability to obtain a vehicle meeting Compliance Alternative #4, the Contractor shall then supply a vehicle meeting the next compliance alternative (Compliance Alternative #5), and so on. If the Contractor is proposing an exemption for on-road equipment, the step down schedule in Table B should be used. A Contractor must demonstrate that it has satisfied one of the exceptions listed in the selected Compliance Alternative # before it can use a subsequent Compliance Alternative. The goal is to ensure that the Contractor has exercised due diligence in supplying the cleanest fleet available.

\*\*Tier 4 or 2007 Model Year equipment not already supplied with a factory-equipped diesel particulate filter shall be outfitted with Level 3 VDECS.

**END OF SECTION**

CERTIFICATION OF COMPLIANCE  
WITH  
GREEN CONSTRUCTION POLICY SPECIFICATION  
SPECIFICATION SECTION 01 35 66

I hereby certify:

1. That the equipment(s) identified in the attached Contractor Construction Equipment List and Contractor On-Road Equipment List includes all equipment that will be utilized at the site and complies with all of the requirements within the TITLE Section 01 35 66.
2. If an unanticipated need for the use of construction equipment, on-road equipment or generators arises after construction has commenced or after we have submitted the information required by Construction Equipment Air Emission Control Specification Section 01 35 66, we shall provide such information using either the Contractor Construction Equipment List or the Contractor On-Road Equipment List, as appropriate within 14 days after an identified emergency or when the need arises and prior to the use of the equipment or vehicle.
3. That any discrepancy to the above will be reported to Metro point of contact within 10 business days.
4. That all of the above conditions will be followed, any deviation will be considered a breach in the agreement.
5. I understand that my equipment(s) are subject to random and scheduled inspections to verify that the device(s) are installed and operating properly.

CERTIFICATION

I certify to the best of my knowledge that I will comply with the items listed in TITLE Specification Section 013XX and that I am the authorized signatory or designee for the Contractor.

Signature	Title
-----------	-------

(Print Name)	Date
--------------	------

Company Name	Phone Number
--------------	--------------

Company Address	Email Address
-----------------	---------------

# CONSTRUCTION EQUIPMENT MONTHLY FUEL USAGE REPORT

## SPECIFICATION SECTION 01 35 66

Project Name: \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

Contractor/Subcontractor Name: \_\_\_\_\_

Month Year: \_\_\_\_\_

	Equipment Name										
	Equipment Serial #										
Date Fueled	Day	Gal	Gal	Gal	Gal	Gal	Gal	Gal	Gal	Gal	Gal
	Sun										
	Mon										
	Tues										
	Wed										
	Thurs										
	Fri										
	Sat										
	Sun										
	Mon										
	Tues										
	Wed										
	Thurs										
	Fri										
	Sat										
	Sun										
	Mon										
	Tues										
	Wed										
	Thurs										
	Fri										
	Sat										
	Sun										
	Mon										
	Tues										
	Wed										
	Thurs										
	Fri										
	Sat										
TOTAL GALLONS USED:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

## CONTRACTOR CONSTRUCTION EQUIPMENT LIST

### SPECIFICATION SECTION 01 35 66

Project Name: \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

Contractor Subcontractor Responsible For Equipment	Equipment Name and Description	Manufacturer	Equipment Serial #	Engine Model Year	EPA Tier Rating	HP Rating	Fuel Type	Emission Control Technology Installed	Manufacturer	Device Serial #	CARB VDECS Level	CARB ID No. (EIN)

\*I hereby certify that the above information is a true and accurate account of all construction equipment that is currently scheduled to be utilized at the site.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Email Address

# ON-ROAD EQUIPMENT MONTHLY FUEL USAGE REPORT

## SPECIFICATION SECTION 01 35 66

Project Name: \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

Contractor/Subcontractor Name: \_\_\_\_\_

Month Year: \_\_\_\_\_

	Equipment Name										
	Equipment Serial #										
Date Fueled	Day	Gal	Gal	Gal	Gal	Gal	Gal	Gal	Gal	Gal	Gal
	Sun										
	Mon										
	Tues										
	Wed										
	Thurs										
	Fri										
	Sat										
	Sun										
	Mon										
	Tues										
	Wed										
	Thurs										
	Fri										
	Sat										
	Sun										
	Mon										
	Tues										
	Wed										
	Thurs										
	Fri										
	Sat										
	Sun										
	Mon										
	Tues										
	Wed										
	Thurs										
	Fri										
	Sat										
TOTAL GALLONS USED:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

END OF SECTION 01 35 66





## **SECTION 01 35 80**

### **ARCHAEOLOGICAL AND PALEONTOLOGICAL COORDINATION**

#### **PART 1 - GENERAL**

##### **1.01 DESCRIPTION**

- A. The Work specified in this Section shall only apply when working in the vicinity of Fairfax Station and for depths in excess of 8 feet or upon an archaeological and paleontological discovery. The Work specified in this Section consists of coordinating excavation operations with Project Archaeologist (PA), temporary suspension of excavation operations at specific isolated locations for archaeological and paleontological excavations, and relocating excavation operations temporarily to bypass archaeological discovery sites. The PA is provided by Metro.

##### **1.02 JOB CONDITIONS**

- A. Pre-excavation Meeting - Before commencement of excavation at Worksite, hold a pre-excavation meeting to discuss excavation methods to be used in field, and establish lines of communication between the Contractor, Metro and the PA regarding archaeological or paleontological discoveries and their removal. The meeting shall familiarize the Contractor with specific types of archaeological or paleontological materials that may be encountered, discuss the extent of cooperation with the PA, and describe methods of dealing with discovery of resources. Familiarize the PA with excavation procedures.
- B. The Metro will remain the single authority on Worksite. Coordination between PA and Contractor shall flow through the Metro.

#### **PART 2 - PRODUCTS**

Products are not required for this Section.

#### **PART 3 - EXECUTION**

##### **3.01 TOOL BOX TRAINING**

- A. Work crews to participate in Archeo/Paleo tool box training provided by Metro.

##### **3.02 COORDINATION**

- A. Coordinate excavation operations with the PA. The PA will be responsible for monitoring removal of earth from utility excavation sites and other cut- and-cover locations for archaeological or paleontological resources. If such resources are encountered, the PA will determine significance and, if required, will recover resources and associated data.

##### **3.03 MONITORING**

- A. The PA will provide monitoring of excavation to ensure discrete deposits and individual archaeological or paleontological features are not inadvertently lost.

- B. The PA will assign a trained monitor to observe earth-moving activities. It may be necessary to temporarily suspend earth-moving activities if archaeological or paleontological resources are found. The PA will determine type, period and significance of resource and appropriate excavation and removal procedure to be followed.
- C. Monitoring activities will continue until excavation is complete.

#### **3.04 TREATMENT OF DISCOVERY**

- A. If an archaeological or paleontological deposit is encountered during excavation, temporarily halt Work in immediate area so that the PA can conduct an evaluation to determine whether discovery is significant. Work stoppage for evaluation and data recovery, if necessary, will be held to a minimum.

#### **3.05 RECOVERY**

- A. When the PA determines an archaeological or paleontological discovery is significant, provide labor, materials and equipment to excavate, load, transport and unload discovery as directed by Metro.

**END OF SECTION 01 35 80**

## **SECTION 01 35 95**

### **PUBLIC INFORMATION AND COMMUNITY RELATIONS**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Requirements for the Contractor to meet the intent of Metro's Construction Project public outreach, stakeholder communications, and construction impact mitigation procedures (Construction Relations).
- B. Support all public outreach and notifications program related to environmental compliances and Construction Relations' Standard Operating Procedures.
- C. Provide resources, technical information, schedule dissemination of information, public outreach and notifications, construction signage, logistical and other assistance as specified to support the Metro's Construction Relations Team in providing the public with accurate, timely project information.

Metro's Construction Management Team will retain responsibility for overall project communications, outreach, and public relations.

##### **1.02 RELATED SECTIONS (NOT USED)**

##### **1.03 REFERENCES (NOT USED)**

##### **1.04 QUALITY ASSURANCE (NOT USED)**

##### **1.05 SUBMITTALS (NOT USED)**

##### **1.06 DEFINITIONS (NOT USED)**

##### **1.07 GENERAL REQUIREMENTS (NOT USED)**

#### **PART 2 - PRODUCTS (NOT USED)**

#### **PART 3 - EXECUTION**

##### **3.01 COMMUNITY IMPACT AND COMMUNICATION**

- A. The Metro Construction Relations Team is responsible for the public outreach, stakeholder communications and construction impact mitigation program for this project. The program consists of providing the public notification of construction activities, briefings stakeholders on the construction project and anticipated impacts and coordination of impact mitigation. To that end, the Contractor is expected to support Metro Construction Relations by ensuring that timely and accurate information is provided to Construction Relations and that they work with the team on any coordination and briefing efforts.
- B. Metro Construction Relations Manager for the C1056 Contract is Kasey Shuda, 213 312 3140, shudak@metro.net.

- C. The Contractor shall identify a representative whose responsibility it will be to ensure that all construction activities, related schedules and potential impacts and mitigations are communicated in a timely manner to the Metro Construction Relations Representative and will serve as additional support. This person from here on referred to as Construction Relations Liaison shall attend all Project coordination meetings and shall possess and maintain broad base current knowledge of all Project activities, schedules and impacts. The Construction Relations Liaison will serve as the key liaison to the Metro Construction Relations team. To facilitate this effort, the Contractor shall:
- D. Identify a Construction Relations Liaison that is available during normal and extended work hours; at night and during emergencies to help coordinate construction related issues and assist with mitigating impacts. The Construction Relations Liaison shall be available to meet with the Metro Construction Relations Representative as needed. In the event of unforeseen emergencies, the Construction Relations Liaison shall contact the Metro Construction Relations Representative through the designated device and number to make immediate contact and report all urgent information both during regular business hours and after hours.
- E. The Construction Relations Representative will prepare and disseminate all construction notices prior to the commencement of any activities taking place in the public right-of-way. The construction notices will include: activity description, dates of the activity to be performed, hours when work is to be conducted, what to expect, map of detours (if applicable) and anticipated impacts. These notices will be disseminated 5 days prior to work beginning. To that end, the Contractor's liaison shall provide the needed information one week prior to the notice distribution. The Contractor shall:
1. Invite the Metro Construction Relations Representative to all field and internal meetings where construction activities and schedules are discussed (i.e., construction progress meetings, readiness review meetings.)
  2. Provide the Metro Construction Relations Representative an updated, accurate schedule of construction activities on a weekly basis.
  3. The Liaison shall be available to attend community meetings and briefings, as requested.
  4. Request Metro Construction Relations Representative to accompany the Contractor's Construction Relations Liaison or representative (superintendents and field staff included) to all project briefings with the public and/or elected officials if needed.
  5. Coordinate with the Metro Construction Relations Representative to resolve community complaints related to traffic detours and/or impacts.
  6. Any coordination that needs to be made with residents and/or businesses shall be coordinated by the Liaison with the Construction Relations Representative.

### **3.02 CONTACT WITH NEWS MEDIA/MEDIA PROTOCOL**

- A. All Project inquiries from media and the general public made directly to the Contractor shall be forwarded to the Metro Construction Relations Representative for a response.
- B. The Metro Construction Relations Representative manages and coordinates all external communications on the project. In the event there is a media-related request from the Metro Construction Relations Officer, the Contractor shall be prepared to:
  - 1. Assist with logistics coordination for press/media/milestone events.

### **3.03 SPECIFIC INFORMATION**

- A. Should an event or incident, or other Project circumstance develop which is likely to generate community or media interest, Contractor shall inform Metro Construction Relations immediately, and cooperate with metro direction with regard to content and distribution of information. Contractor shall ensure that all field supervisor and other management personnel have been informed of Metro's emergency notification procedures in the event of an emergency.

**END OF SECTION 01 35 95**





## **SECTION 01 43 20**

### **PROJECT QUALITY PROGRAM REQUIREMENTS – DESIGN/BID/BUILD**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Project Quality Program requirements to ensure compliance with contract documents, applicable regulatory requirements and industry standards.
- B. Project Quality Program, supported by specific and detailed procedures, defines project organization, processes, and responsibilities that will ensure construction, procured equipment and materials, installation and testing will comply with specified contract documents.

##### **1.02 RELATED SECTIONS**

- A. Section 01 33 00: Submittal Procedures
- B. Section 01 78 39: As-Built Drawings and Current Status Documents

##### **1.03 REFERENCES**

- A. California Code of Regulation (CCR), Title 24:
  - 1. Part 2 - California Building Code (CBC)
- B. Los Angeles County Metropolitan Transportation Authority (Metro):
  - 1. Metro CADD Standards

##### **1.04 QUALITY ASSURANCE (NOT USED)**

##### **1.05 SUBMITTALS**

- A. All Submittals shall meet requirements of Section 01 33 00 - Submittal Procedures.
- B. Project Quality Manager Resume
- C. Project Quality Program Manual shall meet requirements of this Section.
- D. Project Instructions, Procedures, and Drawings meeting requirements of this Section.
- E. Source Inspection List: Includes identification of suppliers and manufacturers of materials and components to be incorporated in Work.
- F. Inspection and test Instructions that define inspection requirements for source, receiving, in-process and final inspection and test.
- G. Current qualifications and certifications of independent test laboratories that will be used for job control testing in accordance with this Section.

- H. Current qualifications and certifications of test and inspection personnel employed by laboratories identified in this Section.
- I. Construction Work Plans meeting requirements of this Section.
- J. Personnel Qualifications meeting requirements of this Section.
- K. Material Safety Data Sheets (MSDS): Manufacturer's Material Safety Data Sheets for each type of material used in Work.

#### **1.06 DEFINITIONS (NOT USED)**

#### **1.07 SPECIAL INSPECTION**

- A. Metro Responsibility:
  - 1. Obtaining and paying for services of registered deputy inspectors to perform "Special Inspections" required by building permit and California Building Code (CBC).
- B. Contractor Responsibility:
  - 1. Obtaining and paying for services of an Independent Testing Laboratory as defined herein.
  - 2. Do not use results of Special Inspections or results of inspections conducted by Metro or other agency in fulfillment of requirements of this specification.

#### **PART 2 - PART 2 – PRODUCTS (NOT USED)**

#### **PART 3 - PART 3 – EXECUTION**

##### **3.01 PROJECT QUALITY PROGRAM**

- A. Project Quality Program Manual (PQPM):
  - 1. Prepare Project Quality Program Manual describing project organization's processes and responsibilities that will ensure design, construction, procurement of equipment and materials, installation and testing. The Project Quality Program Manual will comply with specified requirements of the contract documents.
    - a. Obtain Metro Quality Management approval of Project Quality Program Manual before Work is authorized to start.
    - b. After approval by Metro Quality Management, do not revise Project Quality Program Manual without prior written approval of Metro Quality Management.
- B. Address following in PQPM as a minimum:
  - 1. Project Quality Organization:

- a. Project Quality Organization (PQO) ("Project Quality") and individuals responsible for executing quality responsibilities will report to executive level of management which is independent from line organizations responsible for performing Work.
  - b. Provide organizational charts illustrating Project Quality Organization's internal and external reporting relationships as well as relationship to sub-tier contractors or consultants and Independent Testing Laboratory. Include these charts in PQPM for approval by Metro Quality Management before start of Work.
  - c. Assign a Project Quality Manager (PQM) to Project, who will be responsible for Project Quality Program functions and meet the following requirements:
    - 1) Individual available at Worksite location or offsite locations, as required, to perform or support all Quality related activities.
    - 2) PQM reports directly to contractor executive management personnel with responsible in charge of project execution and contract compliance.
    - 3) PQM does not have responsibility for project construction, cost, schedule, or design.
    - 4) PQM shall not be an employee of the Contractor's Independent Test Laboratory or sub-tier contractor.
    - 5) PQM has authority to stop affected Work, control further processing, or prevent shipment of items that do not meet contract quality requirements.
      - a) Stop Work Order written by PQM can only be removed by PQM.
      - b) PQM notifies Metro when Stop Work Order is issued and when it is removed.
  - d. Design/Bid/Build (D/B/B) Management Responsibilities:
    - 1) Ensure that Project Quality Organization has adequate resources to fulfill requirements of this section and other Contract requirements.
2. Quality Management Personnel Qualifications:
- a. Project Quality Manager (PQM):
    - 1) Bachelors degree from accredited four-year educational institution in quality, an engineering discipline, engineering technology, management, business administration or related field and minimum of ten years Quality experience, at least five years of which is in Quality management position.

- 2) Educational requirements may be waived by Metro Quality Management based on additional courses, certificates or specified training in welding, non-destructive testing, construction engineering, electrical systems design or testing, knowledge of heavy civil construction related to rail and rail systems design, structures, tunnel construction, including construction or manufacture or testing of trackwork components; Rail Systems elements such as Traction Power, OCS, Communication and Train Control systems,.
- b. Quality Engineers, when Utilized by Contractor:
    - 1) Bachelors degree from accredited four-year institution in engineering, engineering technology, management, business administration or related field and minimum of five years project quality experience.
    - 2) Specific quality experience may be substituted for education, subject to approval by Metro Quality Management.
  - c. Lead Inspectors, when Utilized by Contractor:
    - 1) Ten years related construction inspection experience plus at least two years as lead inspector, as minimum.
    - 2) Lead Inspectors report directly to Project Quality Manager.
  - d. Inspection and Test Personnel:
    - 1) Experience and training commensurate with Work to be performed.
    - 2) Minimum of five years experience for type of Work to be inspected.
    - 3) Identify activities such as special process requiring qualified/certified production, inspection and test personnel and establish minimum competence level and describe in Contractor's Quality Procedures.
    - 4) Inspectors report directly to Lead Inspectors.
  - e. Submit personnel qualifications/certifications of Project Quality personnel to Metro for review and approval before assignment to Project.

### **3.02 INSTRUCTIONS, PROCEDURES, AND DRAWINGS**

- A. Prescribe and perform project and project support organizations activities and processes that affect quality and services in accordance with documented instructions, procedures or drawings that include or reference appropriate quantitative or qualitative approval criteria for determining that prescribed results have been satisfactorily attained.
  1. Describe activity to level of detail that will assure consistent and acceptable results.

- B. Submit controlling project instructions and procedures to Metro Quality Management for review and approval thirty calendar days after Notice To Proceed is issued.
  - 1. For subsequent Work, submit instructions, procedures, or drawings to Metro for review and approval within thirty calendar days before Work is scheduled to start.
  - 2. Related Work may not proceed until instructions and procedures are accepted by Metro.
- C. Controlling instructions, procedures, drawings, and changes thereto shall be subject to configuration control.
- D. Make available current issues of instructions, procedures and drawings at locations where applicable Work is performed and promptly remove obsolete documents from use and from Work area.

### **3.03 DOCUMENT CONTROL**

- A. Control preparation, issue and change of documents that specify quality requirements or prescribe activities affecting quality such as instructions, procedures, or drawings to ensure that correct and current documents are being used.
  - 1. Review such documents, including changes thereto, for adequacy and approval for release by authorized personnel.
  - 2. Perform review and approval to changes to documents by same organizations that performed original review and approval.
  - 3. Provide reviewing organizations access to pertinent background data or information upon which to base their approval.

### **3.04 PROCUREMENT CONTROL**

- A. Purchase products, materials and services from subcontractors and suppliers that have demonstrated effective product quality history.
  - 1. Evaluate and approve subcontractors and suppliers based on their ability to meet defined quality, safety and reliability performance standards.
  - 2. Project Quality shall participate in evaluation process.
- B. Pass Metro specified quality and design requirements down to subcontractors and suppliers.
  - 1. Where equipment procurement is involved, define methods and means for handling, storage, and packaging in procurement documents.
  - 2. Provide for monitoring and evaluation of subcontractors and suppliers performance by Project Quality to ensure compliance to contract documents.

- C. Maintain records of supplier and subcontractor qualifications and performance monitoring and make available to Metro upon request.
- D. Evaluate materials and equipment to be used in Work and prepare Source Inspection List to identify materials that will be inspected at supplier location.
  - 1. Submit Source Inspection List within 30 days of NTP for Metro review and approval.
  - 2. Conduct inspections based on approved Source Inspection List.
- E. Provide for review of procurement documents by Project Quality to ensure appropriate Project Quality requirements are specified in procurement documents.

### **3.05 PROCESS CONTROL**

- A. Provide for planning, documentation, and approval of processes (construction, manufacturing, installation, testing, and like items, by authorized individuals.
  - 1. Stipulate quality workmanship standards in written standards.
  - 2. Provide trained and qualified individuals performing Work in specific processes and quality workmanship standards.
- B. Include adequate in-process inspection and test points to ensure conformance to contract requirements.
  - 1. Metro may impose inspection and test points to verify compliance.
  - 2. Inspection by Metro does not relieve Contractor from performing required inspections and tests.
- C. Document in-process and completed Work.
  - 1. Maintain records of completed Work operations and make available to Metro.

### **3.06 CONTROL OF SPECIAL PROCESSES AND JOB CONTROL TESTING**

- A. Special processes and job control testing associated with hardware fabrication or construction shall conform to applicable Government Laws and Standards, Industry Standards and Metro contract requirements. Examples of special processes and job control tests may include, but are not limited to:

Special Processes:      Job Control Testing:

Metal Welding    Concrete

Non-destructive Examination    Corrosion Control

Coatings Soils

Plating



### **3.07 INDEPENDENT TESTING LABORATORY**

- A. Employ services of Independent Testing Laboratory to perform material qualification and job control testing utilizing personnel who are not affiliated with Contractor and who are not affiliated with subcontractor performing Work on Project; pay for Laboratory services.
- B. Employ inspection and test laboratories performing special processes or job control testing that have appropriate current certification issued by recognized regulatory agency.
- C. Obtain approval of Contractor's Laboratory by Metro Quality Management before related Work is allowed to start.
  - 1. Do not change Metro-approved Laboratory without written approval of Metro Quality Management.
- D. Accomplish special process inspections and tests using qualified technicians, certified inspectors or other qualified or certified individuals as specified in governing Codes or Standards, Industry Standards, Metro Specification, or other applicable controlling document.
  - 1. Review credentials of technicians or inspectors performing special process inspections or tests and job control tests for compliance with applicable codes, standards, and special training/tests, and accepted by Design/Builder before inspections and tests are performed.
  - 2. Maintain records of credentials at Worksite and make available to Metro upon request.

### **3.08 INSPECTION AND TESTS**

- A. Subject Work performed under this contract to Quality Control Inspection to ensure compliance to contract documents.
- B. Work activities subject to inspection include, but are not limited to, material and equipment receiving, in-process and final construction activities, in-process tests, qualification tests, equipment installation and tests, and system integration testing and acceptance.
- C. Subject material and equipment procurements to Source Inspection as determined by Metro Project Quality.
- D. Subject Work to continuous inspection during Work shifts and off-site Work activities.
  - 1. Assignment of inspection personnel shall be consistent with level of activity and complexity of Work to be performed.
  - 2. Such inspections shall be by individuals other than those responsible for performing Work.

- E. Conduct inspections in accordance with Quality Control Inspection Instructions and Field Inspection Checklists.
  - 1. Prepare detailed Inspection Instructions and include workmanship standards for in-process and final construction and installation activities.
  - 2. Comply with Inspection Instructions as approved by individuals with appropriate knowledge and expertise and as reviewed and accepted by Project Quality and Metro before related Work starts.
  - 3. Work may not proceed without inspection instructions and checklists in place for specific work activity.
- F. Prepare inspection planning in support of construction schedule.
  - 1. Include identification of prerequisite requirements such as approved submittals, material certifications, verification of personnel certifications for special processes, equipment calibration/verification, applicable inspection instructions and checklists that are available, and number of inspectors required.
- G. Implement sufficient inspection points to verify Work is in accordance with contract documents
- H. Each inspector is responsible for documenting results of daily inspections and surveillances on Daily Inspection Reports that include applicable Quality Inspection Checklists.
  - 1. Validate results of inspections and tests by printed name, signature and date on test document by test technician, reviewing test engineer or appropriate responsible individual and inspector who witnessed test.
- I. Maintain inspection and test documents on Worksite as quality records and transmit (via email) the daily inspection reports to Metro PQM within 24 hours or the next working day.
- J. Provide inspection and test personnel trained and qualified in their areas of responsibility.
  - 1. Verify appropriate certifications as required by Contract Documents, Government Codes and Standards, and Industry Standards.
  - 2. Maintain certification records and make available to Metro upon request.
- K. Prepare Test Procedures for test operations and specify as minimum test prerequisites, test set-up, test parameters and acceptance criteria.
  - 1. Provide test procedures prepared and approved by individuals with appropriate knowledge and expertise as reviewed and accepted by Metro before related test is performed.

Provide inspection personnel with sufficient organizational freedom to identify and report nonconforming conditions and have sufficient training, knowledge and experience to perform specific inspections.

- L. Materials and each part or detail of Work may also be subject to inspection and testing by Metro.
  - 1. In addition, when Local Agency or Utility Owner is to accept or pay for portion of cost of Work, its respective representatives have right to inspect Work.
    - a. Such inspection does not make such person party to Contract nor will it change rights of parties hereto.
    - b. Contractor hereby consents to such inspection and testing.
    - c. Upon request from Metro, furnish information to such persons as are designated in such request and permit such persons access to applicable parts of Work.
- M. Metro may impose inspection hold points to verify compliance to contract documents during phases of Work.
  - 1. Contractor may not proceed with Work until each hold point has been released by Metro.
  - 2. Inspections by Metro do not relieve Contractor from performing contractually required inspections.
- N. Reviews, tests, inspections or approvals performed by others does not relieve Contractor of obligations to perform Work in accordance with contract documents.
  - 1. Reviews, inspections, tests and approvals conducted by Metro, Government agencies, and others do not constitute acceptance of materials or Work reviewed, tested or inspected, and Metro may reject or accept Work or materials, request changes or identify additional Work which must be done prior to final approval date.
- O. Remove or uncover such portions of finished construction as directed by Metro before Final Acceptance.
  - 1. After examination by Metro or designee, restore Work to standard required by contract documents.
  - 2. If Work exposed or examined is not in conformance with requirements of contract documents, costs of uncovering, removing and restoring Work and recovery of delay to critical path occasioned thereby will be borne by Contractor.
  - 3. Work done or material used without adequate notice to and opportunity for prior inspection by Metro may be ordered uncovered, removed or restored at Contractor's cost and with no entitlement for time extension even if Work proves acceptable after uncovering.

If Work exposed or examined under this Section is in conformance with requirements of contract documents and adequate notice and opportunity for prior inspection was given to Metro, then delay to Critical Path from uncovering, removing and restoring Work shall be considered Metro Excusable Delay, and Contractor entitled to Contract Modification for cost of such efforts and recovery of delay to Critical Path occasioned thereby.

### **3.09 INSPECTION AND TEST STATUS**

- A. Identify status of inspections and tests through use of markings, stamps, tags, labels, routing cards, test reports, and like items, indicating conformance or nonconformance.
- B. Maintain status of inspections and tests throughout construction and installation activities.

### **3.10 CONTROL OF MEASURING AND TEST EQUIPMENT**

- A. Status and control measuring and test equipment, including software when applicable, by individual item to ensure that accuracy and reliability of equipment is maintained on ongoing basis; control elements include following:
  - 1. Calibration standards traceable to National Institute of Standards and Technology (NIST).
  - 2. Uniquely identify measuring and test equipment by equipment type, identification number, and location.
  - 3. Clearly indicate next calibration due date on individual measuring and test equipment items.
  - 4. Identify calibration intervals, document, and periodically review for effectiveness.
  - 5. Handle, preserve, and store measuring and test equipment to ensure that accuracy and fitness for use is maintained.
  - 6. Maintain measuring and test equipment calibration records and make available for review by Metro.
  - 7. Verification and documentation of developed software.
- B. Document measuring and test equipment found to be out of tolerance, damaged, or lost during use shall on nonconformance report.
  - 1. Work inspected or tested with out-of-tolerance or damaged equipment is not acceptable until nonconformance is resolved and characteristics previously inspected have been corrected and verified.

### **3.11 CONTROL OF NONCONFORMING ITEMS**

- A. Document items whether material, equipment, or hardware, including construction and testing that do not conform to Contract Documents, Reference Codes or

Reference Standards on Nonconformance Report, segregated and controlled until nonconforming condition is analyzed, dispositioned, corrected and corrective action verified.

1. Only then may items be returned to use.
  2. Organization responsible for creating nonconforming condition shall be responsible for investigating cause of nonconformance, and initiating corrective action including implementing steps to prevent recurrence.
  3. Document cause of problem, disposition, and corrective action and make available to Metro upon request.
- B. Perform review of nonconforming hardware and materials using qualified and authorized individuals to determine appropriate disposition and corrective action; disposition of nonconforming items and materials include:
1. Rework to meet original design.
  2. Repair to achieve fitness for use.
  3. Accept condition as-is.
  4. Reject condition and return hardware and material to supplier.
- C. Repair and Accept-as-is dispositions shall be approved by Metro before affected Work begins.
- D. Maintain status of nonconforming hardware and materials and status reports distributed to responsible organizations.
1. This includes distribution to Contractor's senior management and Metro Quality Management at least monthly or as designated by Metro.
  2. Maintain records associated with nonconforming hardware and materials make and available to Metro upon request.

### **3.12 HANDLING, SHIPPING, STORAGE, AND PRESERVATION**

- A. Provide methods and means for handling hardware and materials to prevent damage or deterioration.
1. Store hardware and materials in designated controlled areas such as stock rooms, designated hold areas, or segregated areas, to facilitate accountability and to prevent damage, deterioration and theft.
  2. Define methods for authorizing receipt and dispatching hardware and materials.

### **3.13 QUALITY RECORDS**

- A. Quality Records are documents that specify design, document results of inspections and tests, and include other related documents.

1. Identify, collect, index, and store Quality Records in manner that precludes damage, loss or deterioration.
2. Designate specific retention times and location and when records are accessible for use.
3. At minimum, identify Quality Records by title, contract number, revision, date, and are signed by authorized individual.
4. Quality Records are considered valid only if stamped (controlled) or signed by authorized individual.
5. Corrections or revisions to Quality Records are subject to same level of review and approval as original document.
6. Make Quality Records available for review by Metro upon request.

### **3.14 ACCESS TO WORK AREAS**

- A. Provide full access to Metro wherever Work is performed under this contract to conduct audits, inspections and tests to verify compliance to contract document requirements.
  1. Access includes on-site and off-site work areas and work areas of subcontractors and suppliers.
  2. Provide access to local authorities having jurisdiction to Work performed on their facilities.
- B. Audits, inspections and tests conducted by Metro, or other authorized Third parties does not relieve contractor of responsibility to conduct required inspections and tests to ensure compliance to contract document requirements.

### **3.15 RESPOND TO METRO NON-CONFORMANCES**

- A. Respond to Metro issued Nonconformance Reports, Quality Action Requests and other documented reports of nonconforming or indeterminate conditions within time period specified in document.
- B. Include in response, description of investigative actions, statement of root cause of problem, action to correct problem to prevent recurrence, to satisfaction of Metro.

### **3.16 AS-BUILT DOCUMENTS**

- A. Maintain construction “as-built” design documents for Work performed current as Work progresses.
- B. Identify final as-built design documents as “Project Records” in accordance with Section 01 78 39 – As-Built Drawings and Current Status Documents, and delivered to Metro prior to requesting final Metro inspection of applicable Work.



### **3.17 READINESS REVIEW**

- A. Participate in readiness reviews scheduled by Metro.
- B. Conduct readiness reviews prior to start of specific Work activities or Work elements to identify and finalize prerequisite planning activities, review required submittals, inspections and tests required for Work activity and to discuss and ensure full understanding by participants, including subcontractors, exists for specific Work methods to be accomplished.
- C. Metro shall authorize Work to proceed based on results of readiness review.
  - 1. Work may not proceed without Metro's approval.

### **3.18 CONSTRUCTION WORK PLANS**

- A. Prepare Construction Work Plans (CWP) for individual Work elements or as specified by Metro.
- B. Show CWP preparation activities and Readiness Review Meetings on the three week look ahead schedules.
- C. Submit CWP prior to Readiness Review Meetings described in this Section.
- D. All CWPs shall be approved by the Design Builder superintendent and the PQM. Subcontractor personnel, including the field supervisor, Project Quality Manager and CWP preparer, shall approve their CWPs.
- E. Subject Work may not proceed until CWP has been approved by Metro.
- F. Comments must be resolved and CWP and associated inspection checklists resubmitted for approval prior to commencement of Work described in CWP.
- G. Address following in CWP as minimum:
  - 1. Description of Work and applicable Contract drawings and specification sections.
  - 2. Include actions that are defined as "special events" in Work that may constitute exposing general public to danger, inconvenience, or risk.
  - 3. List of current required submittals to complete Work activity.
  - 4. Individual(s) and position(s) responsible for supervision of Work, including contact information.
  - 5. Planned start date of Work, progress rate expected and extended Work hours required.
  - 6. Prerequisite activities required including Third Party permits.
  - 7. Include a Job Hazard Analysis (JHA) for scope of Work.

8. Identification of Inspections and tests to be accomplished, including drawings and specifications to be used for acceptance.
9. Inspection hold points for Contractor, Metro, and third party inspections identified on inspection checklists.

### **3.19 FAILURE TO PERFORM**

- A. Nonconforming Work: Work that Metro determines does not conform to requirements of contract documents.
- B. Remove nonconforming Work and replace with Work acceptable to Metro, at Contractor's cost.
- C. Promptly take action necessary to prevent similar deficiencies from occurring in future.
  1. Fact that Metro may not have discovered nonconforming Work does not constitute acceptance of such nonconforming Work.
  2. In event Contractor fails to correct nonconforming Work after receipt of notice from Metro requesting such correction and within time specified in notice, Metro may cause nonconforming Work to be remedied or removed and replaced and may deduct cost of doing so from moneys due or to become due Contractor or obtain reimbursement from Contractor for such cost.
  3. Remedy for Contractor's failure to perform will be in addition to other rights or remedies available to Metro under this contract.

**END OF SECTION 01 43 20**

## **SECTION 01 50 00**

### **TEMPORARY FACILITIES AND CONTROLS**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Furnishing, installing, operating, maintaining and removing temporary facilities, including electrical power, lighting, telephone, water, fire protection, sanitary service and storm drainage for use during construction and for testing equipment installed under this Contract.
- B. Electrical Service:
  - 1. Provide and pay costs for installing and maintaining lighting and power for field offices, storage and other construction facilities, and areas, including sufficient power for testing equipment installed under this Contract.
  - 2. Provide power electrically operated and controlled construction facilities, including tools; equipment; and testing equipment.
  - 3. Provide night security lighting, when applicable, at secured areas within construction limits at offices, storage facilities and excavated areas.
  - 4. Bear costs of temporary electric service permits, fees and deposits required by governing authorities; and connection charges and temporary easements, including installation, maintenance and removal of equipment.
- C. Communication Services
  - 1. See Section 2.01.
- D. Water Service:
  - 1. Furnish, install and maintain temporary water system to serve areas within limits of Contract Worksite and construction staging area throughout construction period. Provide water for drinking, construction, sanitation, first aid, fire protection and cleaning.  
  
Obtain permits and approvals from regulating authorities. Pay fees, deposits and connection costs including installation, maintenance and removal associated with temporary water systems.
- E. Fire Protection (NOT USED)
- F. Sanitary Service:
  - 1. Furnish, install and maintain temporary sanitary facilities and services throughout construction period, as applicable.
  - 2. Ensure separate or single user toilets are provided to assure privacy between genders.

3. Provide hand washing stations.
4. Obtain municipal permits and pay fees for temporary sanitary sewer connections.

G. Storm Drainage:

1. Furnish, install and maintain temporary storm drainage facilities throughout construction period. Do not impede drainage of adjacent private property or cause surface flow in streets and sidewalks to back up on to adjacent properties.
2. Provide facilities as required to drain areas outside appendage construction.
3. Provide connections to temporary storm drains.
4. Obtain permits and pay fees for temporary and permanent storm drainage connections.

H. Temporary Sump Pumps (NOT USED)

**1.02 RELATED SECTIONS**

- A. Section 01 33 00: Submittal Procedures
- B. Section 01 35 23: Worksite Safety Requirements
- C. Section 01 35 53: Worksite Security Requirements
- D. Section 01 43 10: Project Quality Program Requirements - Design/Build or Section 01 43 20: Project Quality Program Requirements - Design/Bid/Build (as applicable)

**1.03 REFERENCES**

- A. National Fire Protection Association (NFPA):
  1. NFPA 70 - National Electrical Code (NEC)
- B. Underwriters' Laboratories, Inc. (UL)
- C. The Association of Electrical Equipment and Media/Imaging Manufacturers (NEMA)
- D. California Code of Regulations (CCR), Title 8:
  1. Division 1 - Department of Industrial Relations (Cal/OSHA)
- E. California Code of Regulations (CCR), Title 24:
  1. Part 2 - California Building Code (CBC)
  2. Part 3 - California Electrical Code (CEC)
  3. Part 9 - California Fire Code (CFC)

F. Comply with following where applicable:

1. City of Los Angeles Building Code – CBC with City of Los Angeles Amendments.
2. City of Beverly Hills Municipal Code
3. County of Los Angeles Building Code – CBC with County of Los Angeles Amendments

#### **1.04 QUALITY ASSURANCE**

A. Comply with Project Quality Program Requirements (see 1.02 above). B. Conform to Cal/OSHA and local codes.

1. Provide UL listed products complying with NEMA requirements.

#### **1.05 SUBMITTALS (NOT USED)**

#### **1.06 DEFINITIONS (NOT USED)**

### **PART 2 - PRODUCTS**

#### **2.01 METRO INSPECTOR OFFICE**

- A. Contractor shall furnish new or like new one field office within the Contractor's construction office trailer complex with new furniture for Metro's on-site inspector. Construction trailers are exempt from ADA requirements, but must include separate access.
- B. Furniture shall include a desk, side plan table, one two-drawer file cabinet, three shelf bookcase, refuse receptacle, desk lamp, desk chair and one side chair.
- C. Contractor shall furnish power receptacles, ceiling lighting, coat hooks, ventilation, telephone, and dedicated Ethernet fiber line for Inspector's internet access for a Metro-provided computer.

#### **2.02 ELECTRICAL SERVICE**

- A. Temporary Power and Lighting Equipment: Include fixtures, transformers, panelboards, switches, lamps, grounding, poles, conduits and wiring sized and capable of continuous service and capacity adequate to ensure complete operating system including sufficient power for testing equipment installed under this Contract. Comply with NFPA 70 (NEC) and (CEC).
- B. Temporary lighting system shall provide a general coverage of not less than 3 foot candles, with a minimum of 5 foot candles in active work area.

#### **2.03 WATER SERVICE**

- A. Provide materials and equipment, sanitary and adequate for purposes intended, and satisfying requirements of codes and regulations pertaining to temporary water systems including but not limited to bottled products. Bottled products may be used

if those products comply with codes, and in the event of service disruption. Clearly label portable containers having a dispensing tap and use only for drinking water. Provide single service disposable cups and sanitary container for dispensing cups.

#### **2.04 FIRE PROTECTION (NOT USED)**

#### **2.05 SANITARY SERVICE**

- A. Provide materials and equipment adequate for intended purposes; create no unsanitary conditions or violate applicable codes for temporary sanitary facilities. Provide weather- proof, sight proof, ventilated and sturdy enclosures for toilet and washing facilities.
- B. Provide portable type toilet facilities complying with Cal/OSHA.

#### **2.06 STORM DRAINAGE**

- A. Provide materials adequate to drain intended areas.
- B. Ensure sanitary and storm drainage facilities remain separate.

#### **2.07 SUMP PUMPS, DUPLEX (NOT USED)**

#### **2.08 LIFTS AND STAIRS (NOT USED)**

### **PART 3 - EXECUTION**

#### **3.01 ELECTRICAL SERVICE INSTALLATION**

- A. Locate products to not interfere with materials handling equipment, storage spaces, traffic, and execution of Work. Install products to present a neat and orderly appearance, structurally sound. Maintain products to ensure continuous electrical service and safe Working conditions.

#### **3.02 TELEPHONE SERVICE**

- A. Install temporary telephone service in neat and orderly manner, make installation structurally and electrically sound, and ensure continuous service. Modify, relocate and extend service as Work progress requires. Place conduit and cable to not interfere with traffic, Work areas, materials handling equipment, storage areas, and Work of other contractors. Service lines may be aerial. Post telephone numbers and locations of emergency facilities including emergency hospitals, physicians, ambulance service, and police and fire departments in conspicuous locations at Worksite and at telephone locations.

#### **3.03 WATER SERVICE**

- A. Install systems in neat and orderly manner. Make systems structurally and mechanically sound. Maintain continuous service. Modify, relocate and extend systems as Work progresses.
- B. Do not incorporate any part of temporary water distribution system into permanent water distribution system.



#### **3.04 FIRE SERVICE (NOT USED)**

#### **3.05 SANITARY SERVICE**

- A. Install temporary sanitary and washing facilities in neat and orderly manner within limits of Work and convenient to workstations. Make facilities structurally and mechanically sound. Anchor facilities to prevent dislocation; conceal from public view. Modify, relocate and extend facilities as required by progress of Work.
- B. Service toilets at time intervals to minimize accumulation of wastes and prevent creation of unsanitary conditions, but not less than once a week.

#### **3.06 STORM DRAINAGE**

- A. Locate and install temporary storm drainage facilities where necessary to drain construction maintenance, or storage areas.
- B. Maintain facilities in good working order.

#### **3.07 LANDSCAPE MAINTENANCE**

- A. Employ a licensed landscaping contractor to perform an initial clean up of the landscaping areas surrounding the Crenshaw laydown yard and provide monthly maintenance for the duration of the contract. Landscape maintenance shall apply to the entire Crenshaw laydown yard, including sidewalk areas adjacent to Lorraine, Wilshire and Crenshaw Boulevards.
- B. Provide a complete Irrigation System for all the landscaping areas around the Crenshaw Yard. This system should be on a timer and maintained during the entire contract duration.
- C. Provide regular maintenance of existing irrigation systems.

**END OF SECTION 01 50 00**



## **SECTION 01 56 19**

### **CONSTRUCTION NOISE AND VIBRATION CONTROL**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Eliminating or minimizing noise and vibration generated by construction activities, and of complying with applicable noise regulations, specification requirements, and noise and vibration limits specified within this Section.
- B. Use equipment with effective noise-suppression devices and employ other noise control measures such as enclosures and barriers necessary to protect the public. Schedule and conduct operations in a manner that will minimize, to the greatest extent feasible, the disturbance to the public in areas adjacent to the construction activities and to occupants of buildings in the vicinity of the construction activities.
- C. Submit a Noise Control Plan and a Noise Monitoring Plan, as specified in this Section. Both plans shall be prepared by an Acoustical Engineer meeting the qualifications specified in this Section. Do not operate noise generating construction equipment at the construction site prior to acceptance of the Noise Control and Monitoring Plans. Update Noise Control Plan every three months.
- D. Compliance with the requirements of this Section may require the use of equipment with special exhaust silencers or noise attenuating enclosures, and construction of temporary enclosures or noise barriers around activities. Use haul routes and staging areas, as approved by Metro and local authorities to minimize noise at residential and other sensitive receptor sites. Do not operate trucks used for removal of excavated material and delivery of construction materials on local residential streets or on streets that pass by schools during school hours, unless specifically accepted by Metro.
- E. Metro will monitor Contractor's performance of tasks specified, and will inspect necessary records, reports and procedures.
- F. Designate staff member as Noise and Vibration Control Representative to be trained by, and work with, the Acoustical Engineer specified in this Section.

##### **1.02 RELATED SECTIONS**

- A. Section 01 33 00: Submittal Procedures
- B. Section 01 43 20: Project Quality Program Requirements
- C. Section 01 35 23 Worksite Safety Requirements
- D. Section 01 35 53 Worksite Security Requirements

##### **1.03 REFERENCES**

- A. California Code of Regulations (CCR), Title 24

- B. California Health and Safety Code (CHSC)
- C. City of Los Angeles Building Code, Chapter XI, Los Angeles Noise Ordinance
- D. American National Standards Institute (ANSI):
  - 1. ANSI S1.4 -Specification for Sound Level Meters
  - 2. ANSI S2.4 -Method for Specifying the Characteristics of Auxiliary Analog Equipment for Shock and Vibration Measurements
- E. ASTM International (ASTM):
  - 1. ASTM C423 - Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method
  - 2. ASTM E90 - Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements
  - 3. ASTM E413 - Classification for Rating Sound Insulation
- F. International Electrotechnical Commission (IEC):
  - 1. IEC 61672 - Electroacoustics Sound Level Meters
- G. Occupational Safety and Health Act (OSHA) regulations (CCR Title 8)
- H. Society of Automotive Engineers (SAE):
  - 1. SAE J88 - Sound Measurement Off-Road Work Machines - Exterior
  - 2. SAE J366 - Exterior Sound Level for Heavy Trucks and Buses
  - 3. SAE J994 - Alarm- Backup- Electric Laboratory Performance Testing
- I. International Organization for Standardization (ISO):
  - 1. ISO 9533 - Earth-moving machinery. Machine-mounted audible travel alarms and forward horns – Test methods and performance criteria.
- J. U.S. Department of Transportation, Federal Highway Administration (FHWA):
  - 1. Special Report - Highway Construction Notes: Measurement, Prediction, and Mitigation. (March, 1977)
- K. U.S. Department of Transportation, Federal Transit Administration (FTA), Transit Noise and Vibration Impact Assessment, FTA-VA-90-1003-06, May 2006
- L. U.S. Environmental Protection Agency (EPA):
  - 1. EPA Report NTID 300.1 – Notice from Construction Equipment and Operations, Building Equipment, and home Appliances. (1972)

#### **1.04 QUALITY ASSURANCE**

- A. Comply with Project Quality Program Requirements (see 1.02 above).

#### **1.05 SUBMITTALS**

- A. Refer to Section 01 33 00 – Submittal Procedures, for submittal requirements and procedures.
- B. Qualifications and work experience of the acoustical engineer as specified in this Section. This submittal is required prior to the submittal of the Noise Control and Noise Monitoring Plans.
- C. Contractor's Noise Control Plan as specified in this Section.
- D. Contractor's Noise Monitoring Plan and the weekly Noise Measurement Reports as specified in this Section.
- E. Noise measurement equipment makes and models, and calibration conformance certificates as specified in this Section.
- F. Equipment noise certification reports as specified in this Section.
- G. Shop and Working Drawings, computations, material data and other criteria, for noise abatement measures, identified in the Noise Control Plan and for moveable noise barriers, noise barrier fences and noise control curtains as specified in this Section. Have drawings and computations stamped by a License Professional Engineer registered in the State of California.
- H. Contractors Weekly Vibration Measurement Reports as specified in this Section.
- I. Material Safety Data Sheets (MSDS): Manufacturer's Material Safety Data Sheets for each type of material used in Work.

#### **1.06 DEFINITIONS**

- A. Construction Site: For purpose of noise and vibration control requirements, the Contract limits of construction. This includes Right-of-Way lines, property lines, construction Easement Boundary or property lines and Contractor staging areas outside the defined boundary lines, used expressly for construction.
- B. Noise Level Measurements: Unless otherwise indicated, the use of A-weighted and "slow" response settings of instrument complying with Type 2 requirements of latest revision of ANSI S1.4 and IEC 61672.
- C. A-Weighted Noise Levels: Decibels (referenced to 20 micro-Pascal) as measured with A-weighting network of standard sound level meter, abbreviated dBA.
- D. C-Weighted Noise Level: Decibels (referenced to 20 micro-Pascal) as measured using the C-weighting network on a sound level meter complying with the criteria for a Type 1 (Precision) or Type 2 (General Purpose Sound Level Meter), as

defined in the current revision of ANSI S1.4. Use the FAST setting on the sound level meter to measure the C-weighted sound level.

- E. Vibration Measurements: The use of a vibration transducer, amplifier, peak detector, and frequency band filters complying with ANSI S2.4.
- F. Vibration: Velocity in microinches per second. Vibration levels are expressed as velocity levels in Decibels referenced to one microinch per second, abbreviated VdB.
- G. Daytime: The period from 7:00 AM to 9:00 PM Monday through Friday local time, and Saturdays, and Sundays, 8:00 AM to 6:00 PM.
- H. Nighttime: Periods other than daytime.
- I. Noise Sensitive Locations: Residential areas, institutions, hospitals, parks, and other locations so named herein.
- J.  $L_{max}$ : The maximum measured sound level.
- K. One-hour  $Leq$  A weighted Equivalent Sound Level: The continuous sound level that represents the same sound energy as the varying sound levels over one hour.
- L. Sound Transmission Class (STC): A single number rating calculated in accordance with ASTM E413, using values of sound transmission loss. It provides an estimate of the performance of a partition in certain common sound insulation problems.
- M. Stationary/Continuous Noise: Daytime noise from stationary sources, and parked mobile sources that produce repetitive or long-term noise lasting more than two hours.
- N. Mobile/Intermittent Noise: Daytime noise from non-stationary mobile equipment operated by a driver, or from source of intermittent, non-recurring on long-term basis, non-scheduled, non-repetitive, short-term noises (not lasting more than two hours).

## **1.07 RESPONSIBILITIES OF CONTRACTOR**

- A. Perform Work within the permissible noise levels, work schedule limitations, and procedures provided for in this Section and applicable Federal, state, county and municipal codes, regulations, and standards. These shall include but not be limited to the requirements set out in the After Hours Construction Permit (see 01 71 43 Section 1.08C and the requirements of the Environmental Impact Report (EIR) and Mitigation Monitoring and Reporting Plan (MMRP) for the Project.
- B. Other than those provided herein, be responsible for obtaining, at Contractor's own expense, permits, variances, equipment certifications, and other documents required by this Section and by applicable Federal, state, county and municipal codes, regulations and standards.
- C. With regard to noise monitoring, include the following:



1. Furnish instrumentation for noise monitoring that complies with the standards specified in this Section and that is capable of measuring the sound levels defined in this Section.
2. Collect and report noise monitoring data, report whether the noise monitoring data indicates compliance under specialized in this Section, and submit a Noise Measurement Report to Metro on a weekly basis.
3. Provide access to Metro to review measured data and coordinate the Contractor's schedule for noise monitoring.
4. Implement noise abatement measures as required by this Section, based on the Contractor's noise monitoring data and nuisance conditions reported by Metro.

## **PART 2 - PRODUCTS**

### **2.01 NOISE CONTROL MATERIALS**

- A. Noise control materials may be new or used. Used materials shall be sound and free of damage and defects and shall be of a quality and condition to perform their designed function.

### **2.02 NOISE BARRIER FENCES**

- A. Use material that will last for the duration of construction of this Contract. Construct using AC plywood sheeting or acceptable equal. Line the construction site side with glass fiber or mineral wool type noise-absorbing material at least two inches thick. Protect this material using wire mesh or perforated sheets that are corrosion resistant and that have at least 30 percent open area and provision for water drainage. Or Provide a wall assembly with a STC-25 or greater, based on certified sound transmission loss data taken according to ASTM E90 and a Noise Reduction Coefficient (NRC) rating of NRC-0.70 or greater, based on certified sound absorption coefficient data taken according to ASTM C423.
- B. Construct gates and doors in the fence either hinged or rolling of the same or equally effective material as the noise barrier fence. Construct gates and doors in the fence to ensure that the edges overlap the fence to eliminate gaps. During nighttime hours maintain gates and doors in a closed position except for brief periods of time to allow access to the Construction Site.
- C. Attach lagging to support posts designed so that the fence will withstand 80 mph wind loads plus a 30 percent gust factor.
- D. Provide flush mating surfaces of wall sides when walls are joined together or at corners. Close gaps between wall sections and between bottom edge of walls and grade with material that will completely close the gaps and be dense enough to attenuate noise.
- E. Be responsible for the design, detailing and adequacy of the framework and supports, posts, attachment methods and other appurtenances required for the proper erection of the noise barriers.

- F. Prepare the design details for the noise control wall footing, steel posts, supports and framework, signed and sealed by a Professional Engineer licensed in the State of California. Submit the design and detailed engineering to Metro.
- G. Height of barriers: As required to meet noise control plans

### **2.03 MOVEABLE NOISE BARRIERS**

- A. Construct moveable barriers of AC plywood sheeting, or other acceptable material with a STC25 rating or greater.
- B. Line barriers on construction site side with glass fiber or mineral wool type sound absorbing material at least two inches thick. Protect this material by wire mesh or perforated sheets that are corrosion resistant and that have at least 30 percent open area, with provision for water drainage.
- C. Provide materials and details of construction sufficiently weather resistant to last through the duration of construction of this Contract.
- D. Construction Details:
  - 1. Attach barrier panels to support frames constructed in sections to provide a moveable barrier utilizing the standard temporary precast concrete median barrier or other supports.
  - 2. When barrier units are joined together, overlap the mating surfaces of the barrier sides or make flush with each other. Close gaps between barrier units, and between the bottom edge of the barrier panels and the ground, with material that will completely close the gaps and be dense enough to attenuate noise.
  - 3. Height of barriers: As required to meet noise control plans.

### **2.04 NOISE CONTROL CURTAINS**

- A. Noise Control Curtains: Durable, flexible composite material featuring a noise barrier layer bonded to a sound-absorptive material on one side.
  - 1. STC rating of STC-25 or greater based on certified sound transmission loss data taken according to ASTM E90.
  - 2. NRC rating of NRC 0.70 or greater based on certified sound absorption coefficient data taken according to ASTM C423.
- B. Noise Barrier Layer: A rugged, impervious material with a surface weight of at least one pound per square foot. Height of barriers: As required to meet noise control plans
- C. Sound Absorptive Material: Include a protective facing, and securely attached to one side of the noise barrier layer over its entire surface.
  - 1. Mildew resistant, vermin proof and non-hygroscopic.

- D. The noise control curtain materials: Abuse resistant, exhibiting superior hanging and tear strength during construction. The curtain barrier material shall have a minimum breaking strength of 120 lb/in. and a minimum tear strength of 30 lb/in. Based on the same test procedures, the curtain absorptive material facing shall have a minimum breaking strength of 100 lb/in. and a minimum tear strength of seven 7lb/in.
  - 1. Corrosion resistant to most acids, mild alkalis, road salts, oils and grease.
  - 2. Fire retardant, and approved by the City of Los Angeles Fire Department prior to procurement.
- E. Construct gates and doors of a material with a STC 25 or greater rating.
- F. Construction Details:
  - 1. Install the noise control curtains in vertical segments extending the full curtain height, and have seams and joints with a minimum overlap of two inches and be sealed using hook fasteners or double grommets. Use construction details according to the manufacturer's recommendations.
  - 2. Secure the curtain at ground level and/or at intermediate points by framework and supports.
  - 3. Be responsible for the design, detailing and adequacy of framework, supports, ties, attachment methods and other appurtenances required for the proper installation of the curtain.
  - 4. Prepare and seal the design and details necessary for the noise control curtain framework and supports using a Professional Engineer licensed in the State of California. Submit the design and detailed engineering to Metro for review prior to procurement.

## **PART 3 - EXECUTION**

### **3.01 NOISE LEVEL LIMITS**

- A. Stationary/Continuous Noise: Prevent noise intrusion from stationary sources, and parked mobile sources which produce repetitive or long-term noise lasting more than two hours from exceeding limits shown on Table 1.
- B. Mobile/Intermittent Noise: Prevent noise from non-stationary mobile equipment operated by a driver, or from sources of intermittent, non-recurring on a long term basis, non-repetitive, short term noises (not lasting more than two hours), from exceeding the limits shown on Table 2.
- C. Nighttime operations noise limits are established by LAPD and by Metro Project Noise and Vibration Criteria as shown on Table 1 and 2. The LAPD limits are based on pre-construction ambient  $L_{eq}$  measurements plus five dBA. The LAPD limits apply for the hours of 9:00 PM to 7:00 AM Monday through Friday, 9:00 PM Friday to 8:00 AM Saturday, 6:00 PM Saturday to 8:00AM Sunday and 6:00PM

Sunday to 7:00AM Monday. Enforcement will be based on a 15 minute average measurement.

- D. At the surface of the construction site during night time hours use only equipment that, operating under full load, meets the noise limits specified in Table 3 when measured according to the test procedures used for equipment noise certification as specified in this Section.
- E. Contractor is prohibited from operating equipment at night that does not meet nighttime noise emission limits in Table 3 below. If the Contractor's existing equipment on-site does not meet nighttime noise emission limits for surface construction activities specified in Table 3 or falls out of compliance, remove the non-compliant equipment promptly from nighttime service by immediately parking and turning off equipment when it is safe to do so.
- F. Trucks operating off-site between the hours of 12:00 midnight and 5:00 AM have lower emission limits (80 dBA at 50 feet emission limit) than normally required by the California Vehicle Code. All trucks used for these nighttime hours must be certified in accordance with these specifications. Take necessary steps to comply with this limit, which may include fitting this equipment with high grade engine exhaust silencers and engine casing sound insulation.

### **3.02 NOISE CONTROL PLAN**

#### **A. Requirements:**

- 1. Submit to Metro the name, address, and qualifications of the Acoustical Engineer responsible for preparing and overseeing the implementation of the Noise Control Plan.
- 2. The minimum requirements for the Acoustical Engineer: Bachelor of Science Degree or higher degree, from a qualified program in engineering, physics, or architecture offered by an accredited university or college, and five years experience in noise control engineering and construction noise analysis, or current enrollment as a full Member or Board-certified Member in the Institute of Noise Control Engineering
- 3. In addition to the basic requirements shown above, the Acoustical Engineer must demonstrate substantial and responsible experience in preparing and implementing construction noise control and monitoring plans on construction projects conducted in an urban setting, calculating construction noise levels, and designing and overseeing the implementation of construction noise abatement measures.
- 4. Submit the Noise Control Plan to Metro prior to construction.
- 5. Noise Control Plan: Include the following for nighttime construction activities that may occur at the surface of the construction site:
  - a. Site Drawing: Prepare a scaled drawing of the construction site indicating the following:

- 1) Contract name and number
  - 2) Contractor's name
  - 3) Date
  - 4) Scale
  - 5) Direction of North
  - 6) Noise sensitive locations near the construction site
  - 7) Construction equipment locations used during nighttime hours, designated by the code letter used in Column (a) in Part A of the Noise Control Plan Form, Figure 4.
  - 8) Locations of the noise levels calculated for residential, commercial, and industrial areas as specified in this Section.
  - 9) Locations and types of noise abatement measures that may be required to meet codes and regulations as indicated by the calculations as specified in this Section.
- b. Equipment Inventory: Prepare an inventory of equipment used during nighttime hours by providing the following information in the indicated columns of Noise Control Plan Form, Figure 4.
- 1) Column (a): Code letter in sketch to indicate position of equipment on site and to identify Certificates of Noise Compliance
  - 2) Column (b): Appropriate equipment category from Table 3
  - 3) Column (c): Equipment manufacturer and model, if known at the time of the Plan's preparation
  - 4) Column (d): Unique identifier (ID), such as registration number, if known at the time of the Plans preparation.
  - 5) Column (e): Equipment horsepower
  - 6) Column (f): Noise emission limit from Table 3.
  - 7) Column (g): Estimated noise level at 50 feet; if greater than the value in Column (f), source noise control device (e.g. mufflers) must be used to comply with limit.
  - 8) Column (h): Estimated date of first use on site
  - 9) Column (i): Estimated date of last use on site.
- c. Noise Calculations: Prepare calculations of nighttime  $L_{max}$  and one-hour  $L_{eq}$  noise levels expected at the nearest residential, commercial and

industrial property line based on the equipment noise levels given in Part A of the Noise Control Plan Form. Determine the nearest property lines from the currently identified noise sensitive locations indicated in Table 4. Calculate preliminary one-hour  $L_{eq}$  construction noise projections for those sensitive locations and insert with locations into Table 5. Make the calculations for locations where noise emitted by applicable equipment will cause the greatest noise level for each type of land use, for nighttime periods, if necessary. Provide the results on Part B of the Noise Control Plan Form with calculations included below the results, and with the locations for the calculations indicated on the site sketch. The noise calculation procedure shall be as follows:

- 1) Calculate  $L_{max}$  according to the method outlined below:

$$L_{max}(\text{equipment}) = EL - 20 \log_{10} (D/50)$$

where:

EL = Estimated equipment noise level at 50 feet, in dBA.

D = Distance from the equipment to property-line location, in feet.

Then, combine the individual contributions of each piece of equipment to obtain the overall maximum construction noise level at each location as follows:

$$L_{max}(\text{overall}) = 10 \log_{10} (\text{SUM } 10 [L_{max}(\text{equipment})/10] )$$

- 2) Calculate one-hour  $L_{eq}$  according to the methodology recommended by the US Department of Transportation, Federal Highway Administration Special Report Highway Construction Noise: Measurement, Prediction and Mitigation, as follows:

First, calculate the construction one-hour  $L_{eq}$  at each property-line location for each item of equipment using the following equation:

$$\text{One-hour } L_{eq}(\text{equipment}) = EL - 20 \log_{10}(D/50) + 10 \log_{10}(UF/100)$$

where:

EL = Estimated equipment noise level at 50 feet, in dBA.

D = Distance from the equipment to the property line location, in feet.

UF = "Usage factor," expressed as the percent of time that the equipment is operated at full power while on site. This factor shall be estimated by the Contractor or the qualified acoustical engineer. Guidelines for the selection of usage factors are provided by the US Environmental Protection Agency (EPA) Report NTID 300.1, Noise



from Construction Equipment and Operations, Building Equipment, and Home Appliances.

Then, combine the individual contributions of each piece of equipment to obtain the overall construction one-hour  $L_{eq}$  at each location as follows:

$$\text{One-hour } L_{eq}(\text{overall}) = 10 \log_{10} (\text{SUM } 10[\text{one-hour } L_{eq}(\text{equipment})/10])$$

- 3) Compare the calculated  $L_{max}$  and one-hour  $L_{eq}$  values with the Contract limits specified in this Section.
6. Update the Noise Control Plan at three month intervals (based on Metro's initial acceptance date) and re-submit the Plan within 10 days of the start of each quarterly period. Update and re-submit the Noise Control Plan upon any major change in work schedule, construction methods, or equipment operations not included in the most recent Plan.
- B. Noise Abatement Measures: If the results of the noise calculations prepared in accordance with this Section indicate that noise level limits listed in this Section will be exceeded, identify proposed noise abatement measures, their anticipated effects (dBA reductions), and a schedule for their implementation. Re-calculate the noise levels at the nearest sensitive receptor location property lines which include the anticipated noise reduction effects and submit the results on Part B of the Noise Control Plan Form. Include, as backup documentation to Part B of the Noise Control Plan, drawings, sketches, and suitable calculations which demonstrate anticipated noise reduction benefits and that proposed structures or facilities comply with applicable building code requirements.
- C. Noise Reduction Methods: To the extent required to meet the noise limits specified by this Section, include noise reduction measures listed below, or others of the Contractor's devising to minimize construction noise emission levels. Noise reduction measures include, but are not limited to the following:
1. Scheduling truck loading, unloading, and hauling operations so as to minimize noise impact near noise sensitive locations and surrounding communities.
  2. Locating stationary equipment so as to minimize noise impact on the community.
  3. Do not leave equipment pieces idling when not in use.
  4. Limiting the use of enunciators or public address systems, except for emergency notifications.
  5. Maintaining equipment such that parts of vehicles and loads are secure against rattling and banging.

6. Limit the time that steel decking or plates for street decking or covering excavated areas are in use.
7. Grading of surfaced irregularities on construction sites to prevent the generation of impact noise and ground vibrations by passing vehicles.
8. Schedule Work to avoid simultaneous activities that both generate high noise levels.

### **3.03 NOISE MONITORING PLAN**

#### **A. Requirements:**

1. Have the Noise Monitoring Plan prepared and administered by the Contractor's Acoustical Engineer.
2. Within 45 days of NTP, submit the Noise Monitoring Plan to Metro, specifying the nighttime and daytime construction activities, monitoring locations, equipment, procedures, schedule of measurements and reporting methods to be used.
3. Furnish noise monitoring data to Metro on a weekly basis. Include measurements taken during the previous week.
4. In the event that the measured noise levels exceed allowable limits, immediately notify Metro and immediately implement additional Noise Abatement Measures as specified in the Noise Control Plan. See also and in this Section.
5. If the measured nighttime levels exceed the noise limits specified in this Section, reduce the noise levels by appropriate abatement measures in order to comply with the nighttime Noise Variance requirements or terminate the nighttime construction activity responsible for the noise limits exceedance until the daytime hours when higher noise levels are permitted.

#### **B. Measurement Locations:**

1. Measure the noise-sensitive locations identified in this Section in the vicinity of the construction site for noise levels. These locations may change during the Contract and shall be updated as required by Metro.
2. Prepare and submit a scaled plan indicating monitoring locations, including measurements to be taken at construction site boundaries and at nearby residential, commercial and industrial property lines.

#### **C. Measurement Equipment:**

1. Perform noise measurements with an instrument that is in compliance with the criteria for a Type 1 (Precision) or Type 2 (General Purpose) Sound Level Meter as defined in the current revision of ANSI S1.4.

2. Provide sound level meters capable of measuring the  $L_{max}$  and one-hour  $L_{eq}$  on both the A-Weighted and C-Weighted scales required by regulatory criteria and Noise Level Limits.
3. Calibrate sound level meters, microphones, and calibrators for certified laboratory conformance at least once a year. Submit a current certificate of conformance to Metro prior to using the sound level meter and submit updated certificates following subsequent calibrations on a yearly basis for the duration of this Contract or upon the completion of repairs to the instrument.

D. Measurement Procedure:

1. Field calibrate the sound level meter using an acoustic calibrator, according to the manufacturer's specifications, prior to each measurement.
2. Except as otherwise indicated, perform measurements using the A weighting network and the SLOW response of the sound level meter.
3. Measure impulsive or impact noises using the C-Weighting network and the FAST response of the sound level meter.
4. Fit the measurement microphone with an appropriate windscreen at the location of the sensitive receptor at least four to six feet away from the nearest reflective surface.
5. Take noise measurements at noise sensitive locations within 150 feet of the construction site at least once each week and after a change in construction activity or construction location. Measurement Periods: Minimum of 15 minutes.
6. Construction noise measurements shall coincide with daytime and nighttime periods of maximum noise generating construction activity, and be taken during the construction phase or activity that has the greatest potential to create annoyance or to exceed applicable noise regulations and restrictions.
7. If, in the estimation of the person performing the measurements, outside noise sources contribute significantly to the measured noise level, repeat the measurements (with the same outside source contributions when construction is inactive to determine the background noise level
8. Submit noise data to Metro on a weekly basis using the Noise Measurements Report Form provided in Figure 2. Note the type of measurement (e.g. baseline, on-going construction) on the form.
9. Clearly identify monitoring locations and sketch on the back of the Noise Measurements Report Form, Figure 2, along with the locations of and distances from any noise sensitive location.
10. Identify construction equipment operating during the monitoring period and the locations sketched on the back of the Noise Measurements Report Form, along with the locations and distances to any noise sensitive location.

### 3.04 EQUIPMENT NOISE CERTIFICATION

#### A. Requirements for Construction Equipment:

1. Ensure that Contractor and Subcontractor equipment, of the categories listed in Table 3 to be used (during nighttime hours at the surface of the construction site) for a total duration greater than five days, shall be tested for compliance with the stated noise emission limits by the Acoustical Engineer during the first day of use on the construction site or at an alternative site acceptable to Metro.
2. Retest equipment as described above at six month intervals while in use on-site, and certify new equipment before being placed into service at the site.
3. For each piece of equipment tested, submit a noise report to Metro by completing the Application for Certificate of Equipment Noise Compliance provided in Figure 3. Ensure that the equipment identification number used for the Certificates is consistent with the identification number used in the Noise Control Plan.
4. Do not use equipment of the categories listed in Table 3, as described above on-site without valid certificates of noise compliance submitted as required.

#### B. Test Procedures for Construction Equipment:

1. Operate engine powered equipment by the Contractor or Contractor's representative at maximum governed rpm under full load conditions during the tests under the supervision of the Acoustical Engineer.
2. Test portable and mounted impact hammers, such as hoe rams and jackhammers to be used for concrete breaking, by the Acoustical Engineer during the first day of actual operation at the construction site under maximum load conditions as rated by the equipment manufacturer.
3. Noise certification measurements: As specified in Paragraph 3.3 F. of this Section. Use an acoustic calibrator of the type recommended by the sound level meter manufacturer prior to measurements.
4. If possible, make measurements at two locations:
  - a. Two feet outside the right side of the equipment casing, at a distance of 50 feet and height of five feet above ground level, and;
  - b. Two feet outside the left side of the equipment casing, at a distance of 50 feet and a height of five feet above ground level, with the equipment operating as indicated in items 3.4.B.1, 2, or 3 above for a minimum period of one minute. Reduce measurements made at less than 50 feet, because of space limitations at the test site, by the values given in Table 6 to estimate the 50-foot sound level.

#### C. Compliance:

1. Submit a noise report to Metro for each item of equipment used on the surface of the construction site during nighttime hours of the categories listed in Table 3. Submit the report on the form shown in Figure 3 with certification by the Acoustical Engineer that equipment noise emissions do not exceed those prescribed in Table 3.
2. If the noise levels obtained during the tests exceed those specified in Table 3, remove such equipment from nighttime use until such equipment is modified and retested, or substitute other equipment to meet the noise level requirements.
3. Upon compliance Metro will mark the noise report indicating Metro's concurrence, including the certification date and equipment identification number, for verification by Resident Engineer. Keep the noise reports readily available on file in the construction field office for inspection by Metro upon request.
4. The Certificate of Noise Compliance will remain valid for a period of six months only. Delays caused by the certification refusal or by time lost in improving the rejected equipment or finding alternate acceptable equipment will not be a basis for monetary or time delay claims, or for avoidance of liquidated damages or withholding of payment.
5. Equipment shall be subject to spot noise level testing by Metro's discretion to determine that the equipment in use meets the requirements specified in Table 3. If such tests are requested by Metro, locate and operate the equipment as directed by Metro at the designated site so as to facilitate the measurements.
  - a. Provide Metro with a copy of the results of the measurements. If such tests demonstrate that any equipment does not comply with this part, Metro will revoke the certificate of Noise Compliance and the Contractor will take the equipment out of use according to requirements of this Section until compliance is achieved. A new Certificate of Noise Compliance will be issued upon proof of compliance.

### **3.05 VIBRATION LEVEL LIMITS**

- A. Measures applied to limit noise levels may in some cases limit vibration levels also. Measures specified above for noise levels are applicable.
- B. All Areas: Conduct Construction activities so that vibration levels at a distance of 50 feet from construction limits or at nearest affected building (whichever is closer) do not exceed root-mean-square (rms) unweighted vibration velocity levels in vertical direction over a frequency range of 1 to 100 Hz as listed in Table 7.
- C. Vibration levels at buildings affected by construction operations refer to vertical direction vibration on ground surface or building floor, or 50 feet from Construction Limits, whichever is closer.

- D. Conduct weekly measurements of vibration during peak vibration generating construction activities. If the construction set up changes more often than weekly, conduct vibration measurements as often as the set up changes. Furnish vibration monitoring data to Metro on a weekly basis. Include measurements taken during the previous week.

### **3.06 CONSTRUCTION SITE NOISE CONTROL**

- A. Perimeter Noise Barrier Fence:
  - 1. Furnish and install existing perimeter noise barrier fences along streets as indicated. The noise barrier fences shall provide sufficient noise reduction to meet the daytime or nighttime noise limits specified in this Section. It is the Contractor's responsibility to meet these limits by other methods such as installing additional fixed barrier fences or movable barriers, raising the height of the noise barrier fences, and providing additional noise control measures specified in this Section.
  - 2. Construct gates and/or doors in the fence either hinged or rolling of the same or equally effective material as the noise barrier fence. Construct gates and doors in the fence to ensure that the edges overlap the fence to eliminate gaps. During nighttime hours maintain gates and doors in a closed position except for brief periods of time to allow access to the Construction Site.
- B. During nighttime construction activities shield noise generating equipment to the extent that the line-of-sight is broken between the equipment's engine exhaust stack and/or engine casing and any residential building or structure where sleep activity occurs within 500 feet of that activity.
- C. Never expose public to construction noise levels exceeding 90 dBA (slow) within a 15 minute time limit, or to impulsive noise levels with a peak sound pressure level exceeding 115 dBC maximum transient level as measured on general purpose sound level meter on C-weighting and fast meter response.
- D. The requirements of this specification also apply to the Laydown area at Crenshaw. Contractor shall install additional noise barrier fencing (at its cost) at the Wilshire/Crenshaw laydown area if the contractor chooses to use this site for any activity that would require the contractor to bring the noise level to within acceptable limits.

### **3.07 CONSTRUCTION METHODS – EQUIPMENT**

- A. Minimize the use of impact devices, such as jackhammers, pavement breakers, and hoe rams. Where possible, use concrete crushers or pavement saws rather than hoe rams for tasks such as concrete deck removal and retaining wall demolition.
- B. Pneumatic impact tools and equipment used at the construction site shall have intake and exhaust mufflers recommended by the manufacturers thereof, to meet relevant noise ordinance limitations and Metro project criteria shown in this Section.



- C. Equip noise producing equipment i.e. jackhammers and pavement breakers with acoustically attenuating shields or shrouds recommended by the manufacturers thereof, to meet relevant noise ordinance limitations.
- D. Line or cover hoppers, conveyor transfer points, storage bins, and chutes with sound-deadening material.
- E. Provide mufflers or shield paneling for other equipment, including internal combustion engines, recommended by manufacturers thereof.
- F. As required to meet the noise limits specified in this Section, use alternative procedures of construction, and select proper combination of techniques that generate least overall noise and vibration. Such alternative procedures include the following:
  - 1. Use electric welders powered from utility main lines instead of riveting or use of welders powered by on-site electric generators.
  - 2. Mix concrete off-site instead of on-site.
  - 3. Employ prefabricated structures instead of assembling on-site.
- G. Use construction equipment manufactured or modified to dampen noise and vibration emissions, such as:
  - 1. Use electric instead of diesel powered equipment.
  - 2. Use hydraulic tools instead of pneumatic impact tools.
  - 3. Use electric instead of air or gasoline driven saws.

### **3.08 CONSTRUCTION METHODS – OPERATIONS**

- A. Operate equipment so as to minimize banging, clattering, buzzing, and other annoying types of noises, especially near residential areas during the nighttime hours.
- B. To the extent feasible, configure the construction site in a manner that keeps noisier equipment and activities as far as possible from noise sensitive locations and nearby buildings.
- C. Install equipment with back-up alarms operated by Contractor, vendors, suppliers, and subcontractors on the construction site, with either audible self-adjusting back-up alarms or manual adjustable alarms. The self-adjusting alarms shall automatically adjust to a minimum of five dBA and a maximum of 10 dBA over the surrounding background noise levels and have an operating range between 77-97 dBA. Set the manual adjustable alarms at the low setting, 87 dBA. Installation and use of alarms shall comply with CCR Title 8, Section 1592, Warning Methods.
- D. In no case shall the above restrictions limit the Contractor's responsibility for compliance with applicable Federal, state and local safety ordinances and regulations and other Sections of these construction specifications.

- E. Maximize physical separation, as far as practicable, between noise generators and noise receptors. Separation includes following measures:
  - 1. Provide enclosures for stationary items of equipment and barriers around particularly noisy areas on site.
  - 2. Locate stationary equipment to minimize noise and vibration impact on community, subject to acceptance of Metro.
- F. Minimize noise-intrusive impacts during most noise sensitive hours.
  - 1. Plan noisier operations during times of highest ambient noise levels.
  - 2. Keep noise levels relatively uniform; avoid excessive and impulse noises.
  - 3. Turn off idling equipment.
  - 4. Phase in start-up and shut-down of site equipment.
- G. Select truck routes for muck disposal so that noise from heavy-duty trucks will have minimal impact on sensitive land uses (e.g., residential).
  - 1. Conduct truck loading, unloading and hauling operations so noise and vibration are kept to a minimum.
  - 2. Route construction equipment and vehicles carrying soil, concrete or other materials over streets and routes that will cause least disturbance to residents in vicinity of Work.
  - 3. Submit haul routes and staging areas to the City of Los Angeles, Bureau of Engineering and LADOT, 30 days before required date.

### **3.09 NOT USED**

### **3.10 CONSTRUCTION METHODS – NOISE CONTROL CURTAIN**

- A. Install noise control curtains in accordance with requirements of this Section for Noise Control Curtains, as required to meet the noise limits specified in this Section, to shield public from construction noise during the course of the Contract.
- B. The noise control curtains shall be readily moveable so that they may be repositioned, as necessary, to provide noise abatement for non-stationary and stationary processes.
- C. Installation, Maintenance and Removal:
  - 1. The noise control curtains shall be installed without any gaps such that the sound-absorptive side faces the construction activity to be shielded.

2. Maintain the noise control curtains and promptly repair any damage that may occur. Gaps, holes or weaknesses in the curtain, or openings between the curtain and the ground shall be promptly repaired by the Contractor.

### **3.11 CONSTRUCTION METHODS – MOVEABLE NOISE BARRIERS**

- A. At a minimum, provide movable noise barriers for work in public right-of-way during night time hours in accordance with requirements of this Section for Moveable Noise Barriers.
- B. Provide readily removable noise barriers so that they may be repositioned , as necessary, to provide noise abatement for non-stationary and stationary processes.
- C. Installation, Maintenance, and Removal:
  1. Install the barriers such that the sound-absorptive surfaces face the noise source.
  2. Maintain the moveable noise barriers and repair damage that occurs, including, but not limited to, keeping barriers clean and free from graffiti, and maintaining structural integrity. Promptly repair or replace gaps, holes, and weaknesses in the barriers, and openings between, or under the units with new material.
- D. The use of moveable noise barriers is a minimum noise control requirement that may not provide sufficient noise reduction to meet the daytime or nighttime noise limits specified in this Section. It is the Contractor's responsibility to meet these limits by other methods such as installing additional moveable noise barriers, installing noise barrier fences, and providing additional noise control measures specified in this Section as indicated.

### **3.12 NOISE AWARENESS TRAINING**

All Contractor personnel on site shall participate in 15 minute Noise Awareness Training provided by Metro.

### **3.13 CONSTRUCTION SCHEDULE**

When traffic restrictions allow, schedule saw cutting, jack hammering and other noisy activities during the day or early evening hours.

### **3.14 LOW IMPACT BACK-UP ALARMS**

- A. Use low impact back-up alarms on all Contractor-owned equipment during nighttime hours. The equipment shall include, but not be limited to, cranes, low boys, backhoes, loaders, concrete pumps, excavators, haulers, dump trucks, work trucks, and concrete mix trucks.
- B. In order to meet the Nighttime Noise Ordinance and requirements, Metro requires that subcontractors and vendors upgrade nighttime equipment to accommodate

low impact back-up alarms and generators. Metro will pay for equipment upgrade per provisional sum.

- C. The low impact back-up alarms used by the Contractor shall comply with CCR Title 8, Section 1592, Warning Methods. For equipment which must comply with CCR Title 8, Section 1592(a), equip these vehicles with compliance white, broadband or multi-frequency noise type devices. For equipment subject to the requirements of CCR Title 8, Section 1592(b) and that the Contractor chooses to equip with automatic back-up audible alarms as the means for complying with CCR Title 8, Section 1592 (b); such alarms shall only be of a compliance white, broadband or multi-frequency noise type device.

**TABLE 1 – ALLOWABLE SOUND LEVELS OF TOTAL CONSTRUCTION SITE NOISE**

<u>AFFECTED STRUCTURE OR LAND USE</u>		<u>MAXIMUM ALLOWABLE</u> <u>CONTINUOUS NOISE LEVEL, dBA (Lmax)</u>	
		<u>DAYTIME</u>	<u>NIGHTTIME</u>
		7:00 AM to 8:00 PM	All other periods including all day Sunday and legal holidays.
Residential	Single family residence not along major arterials	60	50
	Land uses along an arterial or in multifamily residential areas, including hospitals	65	55
	In commercial areas, including hotels	70	60
		<u>24 Hours</u>	
Commercial	In noise sensitive, semi-residential/ commercial areas, including schools, libraries, and churches	70	
	In non-noise sensitive commercial areas with no nighttime residency	75	
Industrial	All locations	80	

**TABLE 2 – ALLOWABLE SOUND LEVELS OF SHORT TERM\* CONSTRUCTION EQUIPMENT**

<u>STRUCTURE OR LAND USE</u>		<u>MAXIMUM ALLOWABLE</u> <u>INTERMITTENT NOISE LEVEL, dBA (Lmax)</u>	
		<u>DAYTIME</u>	<u>NIGHTTIME</u>
		7:00 AM to 8:00 PM	All other periods including all day Sunday and legal holidays.
Residential	Single family residence not along major arterials	75	60
	Land uses along an arterial or in multifamily residential areas, including hospitals	80	65
	In commercial areas, including hotels	80	70
		<u>24 Hours</u>	
Commercial	In noise sensitive, semi-residential/ commercial areas, including schools, libraries, and churches	85	
	In non-noise sensitive commercial areas with no nighttime residency	85	
Industrial	All locations	90	

\*SHORT-TERM is defined in this Section.

**TABLE 3 – NOISE EMISSION LIMITS FOR CONSTRUCTION EQUIPMENT USED DURING NIGHTTIME HOURS; MEASURED AT 50 FEET FROM CONSTRUCTION EQUIPMENT\***

Equipment Category	Lmax Level (dBA)
Backhoe	75
Bar Bender	75
Chain Saw	81
Compactor	75
Compressor	75**
Concrete Mixer	71
Concrete Pump	77
Crane	81
Dozer	81
Front End Loader	75
Generator***	69
Gradall	81
Grader	81
Paver	81
Pneumatic Tools	81
Scraper	81
Tractor	79

\* Noise emission limits apply to equipment used at surface of the construction site during nighttime hours of 9 pm to 7 am.

\*\* Portable Air Compressor that is rated at 75 cfm or greater and that operates at greater than 50 psi

\*\*\* Use Quiet Generators from MQ Power, or equivalent to meet the noise limits.

**TABLE 4 – NOISE SENSITIVE LOCATIONS – TBD**

Location No	Address	Land Use



**TABLE 5 – PRELIMINARY NOISE PROJECTIONS – TBD**  
(Refer to drawing prepared according to requirements of this Section.)

Activity	Construction One-Hour Leq at Each Receiver (dBA)			
	Receiver #1	Receiver #2	Receiver #3	Receiver #4

**TABLE 6 – ADJUSTMENTS FOR CLOSE-IN EQUIPMENT NOISE MEASUREMENTS**

Measurement Values to be Subtracted from Measured Sound	
Distance (Feet)	Level to Estimate Sound Level at 50 Feet (dBA)
19-21	8
22-23	7
24-26	6
27-29	5
30-33	4
34-37	3
38-42	2
43-47	1
48-50	0

**TABLE 7 – CONSTRUCTION VIBRATION LIMITS**

**VIBRATION TYPE AND PERMISSIBLE**

**AGGREGATE DURATION:**

Sustained (>1 hr/day)  
 Transient (>= 10 min to 1 hr/day)  
 Transient (<10 min/day)

**LIMIT:**

0.01 in/sec (80 VdB re 10<sup>-6</sup> in/sec)  
 0.03 in/sec (90 VdB re 10<sup>-6</sup> in/sec)  
 0.10 in/sec (100 VdB re 10<sup>-6</sup> in/sec)

**FIGURE 1**

**QUARTERLY NOISE CONTROL PLAN FORM - PART B**

QUARTERLY NOISE CONTROL PLAN (DUPLICATE AS NEEDED)

Contract No.: \_\_\_\_\_ Contract Name: \_\_\_\_\_

Contractor: \_\_\_\_\_ Site: \_\_\_\_\_

Date: \_\_\_\_\_ Land Use: \_\_\_\_\_

Resubmit every 3 months.

PART B: RESIDENTIAL, COMMERCIAL AND INDUSTRIAL PROPERTY NOISE  
LEVELS

	Calculated Noise Levels (dBA)*	
	Calculated one hourLeq (dBA)	Calculated Lmax (dBA)
Nighttime		

**NOISE ABATEMENT MEASURES**      **ANTICIPATED EFFECTS**

CALCULATIONS: Attach additional sheet(s) as needed.

Contract No(s): \_\_\_\_\_

## FIGURE 2. NOISE MEASUREMENTS REPORT FORM

Date: \_\_\_\_\_

Time: \_\_\_\_\_

### NOISE MEASUREMENTS REPORT FORM

Measured By: \_\_\_\_\_ Of: \_\_\_\_\_  
(Company)

Monitoring Address: \_\_\_\_\_  
(Provide Sketch on Back)

Location No: \_\_\_\_\_ Wind Speed: \_\_\_\_\_ Km/Hr Direction: \_\_\_\_\_  
(MPH x 1.6)

Location of Sound Level Meter: (No closer than 15 meters from equipment and 3 meters from building)

Monitoring was Conducted: \_\_\_\_\_ Meters from Equipment ( \_\_\_\_\_ )  
(Type(s): Leave Blank for Baseline)

Land Use: ☐ Residential/Institutional ☐ Business/Recreational ☐ Industrial

Sound Level Meter: Make and Model: \_\_\_\_\_ ☐ A - Weighted Sound Level (Slow)  
☐ C - Weighted Sound Level (Fast)

Duration of Measurement: \_\_\_\_\_  
(15 minutes to 1 hour)

Calibration		Field Notes (example: 2200-2205 H, Airplane 90 dB)
one-hour $L_{eq}$		
$L_{50}$		
$L_{10}$		
$L_{1.0}$		
$MAX_L$		
Allowable Noise Limit		

Check one of the following:

☐ Ongoing Construction ☐ Post-Construction: \_\_\_\_\_ ☐ Baseline Conditions  
(Contract)

(Complete all that apply below)

Active Contract(s): \_\_\_\_\_  
(List all contracts that contribute to measured noise)

Complaint Response: \_\_\_\_\_  
(Describe: Include Log-In Number)

Abatement Follow-up: \_\_\_\_\_  
(Describe)

**FIGURE 3**

**EQUIPMENT SOUND LEVEL DATA REPORTING FORM**

**APPLICATION FOR CERTIFICATE OF EQUIPMENT NOISE COMPLIANCE**

Contractor Name: \_\_\_\_\_

Contract Name & Number: \_\_\_\_\_

Equipment Type: \_\_\_\_\_

Manufacturer & Model Number: \_\_\_\_\_

Identification Number: \_\_\_\_\_

Rated Power & Capacity: \_\_\_\_\_

Operating Condition During Test: \_\_\_\_\_

**Measured Sound Levels at 20 to 50 feet:**

Measured Values and Distance:

Right Side: \_\_\_\_\_ dBA (SLOW), at \_\_\_\_\_ feet

Left Side: \_\_\_\_\_ dBA (SLOW), at \_\_\_\_\_ feet

Estimated Values at 50-Foot Distance:

Right Side: \_\_\_\_\_ dBA (SLOW).

Left Side: \_\_\_\_\_ dBA (SLOW).

Maximum Values Allowed for this Equipment: \_\_\_\_\_ dBA (SLOW) at 50 feet.

If equipment sound level exceeds maximum value allowed, indicate action taken to achieve compliance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name, Address & Phone No. \_\_\_\_\_  
of Acoustical Engineer \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CONTRACTOR'S APPROVAL:

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ENGINEER'S CONCURRENCE:

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FIGURE 4**  
**QUARTERLY NOISE CONTROL PLAN FORM - PART A**

**QUARTERLY NOISE CONTROL PLAN - NIGHTTIME CONSTRUCTION ACTIVITIES**  
**AT THE SURFACE OF THE CONSTRUCTION SITE (DUPLICATE AS NEEDED)**

Contract No.: \_\_\_\_\_ Contract Name: \_\_\_\_\_ Contractor: \_\_\_\_\_

Site: \_\_\_\_\_ Date: \_\_\_\_\_ Resubmit every three months

(ATTACH SITE SKETCH)

**PART A: EQUIPMENT INVENTORY**

Code letter (a)	Equipment				Noise Limit (f)*	Estimated Noise at 50'* (g)	Date Begin (h)	Date End (i)
	Category (b)	Model (c)	ID# (d)	HP (e)				

**END OF SECTION 01 56 19**





## **SECTION 01 56 28**

### **CONSTRUCTION FENCING (CHAIN LINK)**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Furnishing, installing, maintaining and removing construction chain link fences in the Crenshaw laydown yard, and gates for enclosing Worksite and the Contractor's staging and storage areas as necessary to meet project security requirements. Furnish, install and maintain privacy screening of chain link fencing. Refer to Section 01 35 53, Worksite Security Requirements.

##### **1.02 RELATED SECTIONS**

- A. Section 01 33 00: Submittal Procedures
- B. Section 01 35 23: Worksite Safety Requirements
- C. Section 01 35 53: Worksite Security Requirements
- D. Section 01 43 20: Project Quality Program Requirements - Design/Bid/Build
- E. Section 01 56 19 Construction Noise and Vibration Control
- F. (NOT USED)
- G. (NOT USED)

##### **1.03 REFERENCES**

- A. Standard Specification of Public Works Construction (SSPWC)
- B. California Manual on Uniform Traffic Control Devices(CA MUTCD)
- C. City of Beverly Hills Municipal Code

##### **1.04 QUALITY ASSURANCE**

- A. Comply with Project Quality Program Requirements (see 1.02 above).
- B. Provide and maintain fencing acceptable to Metro and conforming to applicable codes.

##### **1.05 SUBMITTALS**

- A. Refer to Section 01 33 00 – Submittal Procedures, for submittal procedures and requirements.
- B. Working Drawings showing complete layout, including locations of gates and construction details.
- C. Manufacturer's product data.

## **1.06 DEFINITIONS**

- A. "As indicated": Plan, elevation, sections, details and general notes shown on approved contract drawings, shop drawings, and working drawings issued for construction by Metro and as specified.

## **1.07 WORKSITE CONDITIONS**

- A. Comply with requirements of Sections 01 35 23 – Worksite Safety Requirements, and 01 35 53 – Worksite Security Requirements.
- B. Repair and replace damaged fences, which are to remain in-place at completion of Work.
- C. Remove and dispose of obstructions that interfere with construction of fences.
  - 1. Finish grade to minimize or eliminate undulation in profile of fence.

## **1.08 AREAS REQUIRING CONSTRUCTION FENCING**

- A. Provide construction fencing in areas where other agencies require construction areas to be fenced, and as required by Section 01 35 53 Worksite Security Requirements.
- B. Utilize existing chain link fencing in Crenshaw laydown yard. Repair and replace fencing and gates, as required.

## **PART 2 - PRODUCTS**

### **2.01 PRODUCTS**

- A. As specified in SSPWC Section 206-6, and standards of local authorities having jurisdiction, except used chain link fence material, in condition acceptable to Metro, may be used.

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION**

- A. As specified in SSPWC Section 304-3 – Chain Link Fence, as modified by approved submittal Drawings, except, posts with drive anchors may be placed directly in ground.

### **3.02 FENCES AND GATES**

- A. Maintain in good condition until requirement for fences is complete.
- B. Remove posters or bills attached to the fence and paint over graffiti (on fence structure or green screening materials) within 48 hours of discovery or verbal or written notification by Metro.
- C. Relocate fences and gates as necessary to accommodate construction activities and as accepted by Metro.

- D. Remove and dispose of when requirement for fences is complete.
- E. Do not install fences in such a manner that they would obscure the visibility of adjacent businesses or pedestrians on sidewalks from either passing traffic or vehicles entering/leaving the Project site. Do not apply fabric screening in such a manner as to obstruct the visibility of drivers entering/leaving the Project site.
- F. Employ a licensed chain-link fence contractor to install a privacy screen on existing chain link fence in laydown yard. Privacy screen shall be green knitted mesh that is opaque but allows some air movement. Mesh and fittings shall be durable, weather and UV resistant and shall have a design life of at least 10 years.

**END OF SECTION 01 56 28**



## **SECTION 01 58 13**

### **TEMPORARY SIGNS & BANNERS**

#### **PART 1 - GENERAL**

##### **1.01 DESCRIPTION**

- A. The Work specified in this Section consists of furnishing, installing, and maintaining Signs and Banners on the project. (For temporary traffic signs, see Worksite Traffic Control Plans)

##### **1.02 QUALITY ASSURANCE**

- A. Comply with Section 01 43 10, Project Quality Program Requirements.

##### **1.03 REFERENCE STANDARDS – NOT USED**

##### **1.04 SUBMITTALS**

- A. Refer to Sections 01 33 00 – Submittal Procedures, for submittal requirements and procedures.
- B. Submittals and re-submittals, when required, shall be considered within the original scope of this Contract and shall be submitted in accordance with Metro accepted submittal schedule so as to not delay the performance of Work by the Contractor.
- C. Approved submittals shall be revised and resubmitted as changes in conditions warrant or upon request of Metro.
  - 1. Submit detailed plans and or drawings for the “Safety Sign” which will display (1) the number of days worked on the Project and (2) the number of days since the last Recordable Injury on the Project. The submittal shall include information regarding fonts and lettering sizes, overall sign size, proposed location on the Project Site and the methodology for the day number display (manually changed each morning, automated electronic or other. The submittal will also indicate the location on the Project Site where the sign is to be located.

#### **PART 2 - PRODUCTS**

##### **2.01 SIGNS & BANNERS**

- A. Signs shall be made of Coroplex or approved equal. Signs shall be of sufficient exterior grade to last the life of project.
- B. Banners shall be made of Vinyl with grommets and wind slits. Banners shall be of sufficient grade to last life of project.
- C. Graphics to be supplied by Metro. Contractor to supply Metro a company logo.
- D. Contractor to employ a qualified banner and sign shop to fabricate signs.

## **2.02 HARDWARE**

- A. Brass, aluminum or galvanized steel, of sizes and types which will enable sign assemblies to resist a wind velocity of 50 mph.

## **2.03 SAFETY SIGN NUMBER TAGS – NOT USED**

## **2.04 PAINT – NOT USED**

## **2.05 LETTERING – NOT USED**

# **PART 3 - EXECUTION**

## **3.01 INSTALLATION OF SIGNS AND BANNERS**

- A. Install signs and banners on existing chain link fencing. Signs and banners shall be installed straight and true.

- B. Safety Sign

Metro will provide graphics for a Safety Sign to track days worked on the project and days worked since last recordable injury. Contractor to employ a sign shop to make the sign and mount on plywood or other suitable material. Provide sign posts.

Contractor to supply safety sign number tags to record days. Tags to be removable aluminum or galvanized steel, with four inch high blue numerals. Provide steel tag hooks.

## **3.02 PAINT – NOT USED**

## **3.03 SIGNS AND BANNERS LOCATIONS**

- A. Mount as indicated or as directed by Authority. Signs and banners shall be installed within 7 days of receiving graphics.
- B. Remove signs and posts when removal is ordered by Metro. Return signs and banners to Metro or dispose as directed.

## **3.04 MAINTENANCE**

- A. Maintain signs in a neat and clean condition. Repair or remove and replace damaged signs, as appropriate. Clean signs with graffiti within 48 hours of discovery or verbal or written notice by metro staff. If graffiti is severe and sign cannot be returned to original condition, remove and replace.

## **3.05 QUANTITY OF SIGNS AND BANNERS**

- A. Allow for the manufacture, installation, maintenance and removal of 20 total signs and banners. Each sign and banner shall be a nominal size of 4 ft by 8 ft.



**END OF SECTION 01 58 13**



## **SECTION 01 71 13**

### **MOBILIZATION**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Preparatory Work and operations, including those necessary for payment of bonds, movement of personnel, equipment, supplies, and incidentals, to Contract Site; for establishment of offices, buildings and other facilities for Work on Contract; for other Work and operations which must be performed or costs incurred before beginning Work on various Contract items on Contract Site. Demobilization-Construction shall be a separate item to be paid upon completion of Work.

##### **1.02 RELATED SECTIONS**

- A. Section 01 33 00: Submittal Procedures
- B. Section 01 43 20: Project Quality Program Requirements

##### **1.03 REFERENCES (NOT USED)**

##### **1.04 QUALITY ASSURANCE**

- A. Comply with Project Quality Program Requirements (see 1.02 above).
- B. Metro has right to reject design/construction tools, equipment, materials and supplies which are, in its opinion, unsafe, improper or inadequate. Bring rejected design/construction tools, equipment, materials and supplies to an acceptable condition or remove them from Worksite.

##### **1.05 SUBMITTALS**

- A. Refer to Section 01 33 00 - Submittal Procedures, for submittal requirements and procedures.
- B. Layout of laydown yard including fences and gates, access roads, parking, buildings and storage areas at least seven days prior to the start of construction.
- C. Certificates of Compliance for products specified in Part 2 - Products before delivery.

##### **1.06 DEFINITIONS (NOT USED)**

##### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Refer to Section 01 66 00 - Product Storage and Handling Requirements, for general requirements for product delivery, storage, and handling procedures.
- B. Deliver to Worksite construction tools, equipment, materials and supplies in conformance with local governing regulations.

## **PART 2 - PRODUCTS**

### **2.01 DESIGN/CONSTRUCTION TOOLS**

- A. Provide Design/Construction Tools, equipment, materials and supplies of types and quantities, which will facilitate timely execution of Work and conform to California Code of Regulations, the City of Beverly Hills Municipal Codes and applicable Los Angeles County Codes.

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION**

- A. Provide personnel, products, design/construction materials, equipment, tools and supplies at Worksite and design location at time they are scheduled to be installed or utilized.

### **3.02 PLANT LOCATION**

- A. Locate plant, or plants, appropriately close to portion of Work for which it will be used.

### **3.03 DEMOBILIZATION**

- A. Upon completion of Work, remove construction tools, apparatus, equipment, unused materials and supplies, plant and personnel from Worksite.

**END OF SECTION 01 71 13**

## **SECTION 01 71 43**

### **PERMITS, LICENSES, AND AGREEMENTS**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Procedures for obtaining permits and licenses, and information regarding Metro agreements in connection with the Work.
  - 1. Obtain permits and licenses not indicated in the Contract documents as being obtained by Metro, and pay fees, penalties, and fines associated with its Work under permits and licenses, including modifications to Metro obtained permits.

##### **1.02 RELATED SECTIONS**

- A. Section 01 33 00: Submittal Procedures
- B. Section 01 35 35: Water Pollution Control
- C. Section 01 35 43: Environmental Procedures for Contaminated and Hazardous Materials
- D. Section 01 50 00: Temporary Facilities and Controls

##### **1.03 REFERENCES (NOT USED)**

##### **1.04 QUALITY ASSURANCE (NOT USED)**

##### **1.05 SUBMITTALS**

- A. Comply with Section 01 33 00 – Submittal Procedures, for submittal requirements and procedures.

##### **1.06 DEFINITIONS (NOT USED)**

##### **1.07 PERMITS, LICENSES, AND AGREEMENTS**

- A. Permit Modifications: Should modification to Metro obtained permit be requested by Contractor to accommodate the Contractor's design or construction methods, provide Metro with draft revisions of permit.
  - 1. Metro does not represent that such modifications will be accepted by permit-issuing authority nor shall Contractor have basis for claim due to failure of permit issuing authority to accept the Contractor's requested version.
  - 2. Allow at least 30 Days from time of submittal of proposed modification to receive approval or disapproval by Metro. Approval or disapproval by other agencies having jurisdiction shall vary up to 60 Days.

3. Be responsible for assessing effect of potential delays and costs required to obtain revised permits, and be responsible for assuming those costs and delays as well as fees, penalties, or fines.

B. Not Used

#### 1.08 METRO OBTAINED PERMITS AND APPROVALS

- A. Metro has, or will obtain, permits/approvals listed in Table 1 below.
- B. Permits not specifically listed below, and required for the Project shall be obtained by the Contractor.
- C. Contractor shall support Metro in obtaining all permits within City of Beverly Hills as noted below.

**Table 1: Metro permits/approvals – City of Beverly Hills**

Agency	Project Element	Remark
City of Beverly Hills	Engineering	Engineering plans approved by City of Beverly Hills to be provided.
City of Beverly Hills – Traffic Division	Traffic Control	Approved Traffic Control Plans to be provided.
City of Beverly Hills	Holiday Moratorium	Anticipate approval to work during holiday period (except weeks of Thanksgiving and Christmas). Also see City of Beverly Hills website for list of official City holidays.

- D. The Contractor shall comply with all of the requirements specified in the Metro obtained permits including noise and vibration control. Failure to comply with the permit requirements may result in permits being revoked. The Contractor shall be solely responsible for all actions or consequences due to the permits being revoked.
- E. Contractor to note that the limit between City of Beverly Hills and City of Los Angeles is at the intersection of Wilshire and San Vicente. Therefore, traffic lane closures set-up in City of Beverly Hills will at times extend into the City of Los Angeles. Metro will provide approved traffic control plans from the City of Los Angeles - Department of Transportation (LADOT) for the area within the City of Los Angeles. Any revisions or additions to the LADOT approved traffic control plans is the responsibility of the Contractor.

#### 1.09 CONTRACTOR OBTAINED PERMITS AND FEES

- A. Types of permits and fees that shall be obtained and paid for by the Contractor include, but are not limited to, the following. Contractor shall obtain permit approval directly from the governing agencies:



1. City of Beverly Hills Utility Permit for work in Public Right of Way
  2. Any revisions to the approved traffic control plans listed in Table 1 above.
  3. Business licenses.
  4. Permits from local/regional/state water districts/agencies and from municipalities for modifications to drainage facilities, potholing, lane closures, street closures, SWPPP, temporary and permanent discharges to storm drains/sanitary systems, bypasses, and any other Work within jurisdiction of those entities.
  5. Utility trench shoring approvals by the City of Beverly Hills .
  6. Any permits required for pipe jacking and boring, microtunneling or any other trenchless technology.
  7. Any tree removal permits and/or fees necessary to complete the scope of work.
- B. Contractor to note that all work (except traffic lane closures discussed in 1.08E) was designed and approved to be contained entirely within the City of Beverly Hills. Any deviation from the approved plans that would require work to extend into the City of Los Angeles will be the Contractor's responsibility to obtain any plan approvals and/or permits.

#### **1.10 UTILITY IMPACTS**

- A. Metro may enter into utility relocation agreements with Utility Owners (or their representatives) whose facilities are affected by Work including Southern California Gas Company, Southern California Edison, AT&T and Cable Engineering Services (fiber optics). Relocation of those utilities, as identified on the drawings and elsewhere within the contract documents will be performed by Utility Owners (or their representatives) prior to or during the Contract. Contractor to coordinate their work with other such work.
- B. Remove abandoned utilities as needed to install relocated utilities. Contractor shall confirm utility is abandoned prior to removal.
- C. Support and/or protect in place all active utilities that may be affected by the work. Coordinate with Utility Owners to confirm support/protection requirements and comply with such requirements.
1. Contractor shall be responsible for protection of existing utilities, per an approved method as approved by the Utility Owner, during Work in vicinity of known and unknown existing utilities.

#### **1.11 RIGHT-OF-WAY**

- A. Metro will make available a Construction Staging Area to Contractor as shown on Contract documents.

1. Additional right-of-way or construction easements desired by Contractor for its convenience shall be pursued by Contractor at its sole expense. If Metro obtains any such right-of-way or easement at Contractor's request, Contractor shall reimburse Metro for the cost.
2. Contractor is alerted to potential need for additional environmental clearance for access to or use of properties not already identified for proposed use in Contract Documents.
3. Contractor will be solely responsible for delays or other impacts to Project Work related to requests for additional right-of-way or construction easements.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION 01 71 43**

## **SECTION 01 74 00**

### **CLEANING**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Maintaining clean, orderly Worksite and adjacent public ways, free of recognizable hazards, and performing final cleaning.
- B. Maintaining clean sidewalks and landscape areas surrounding the Crenshaw yard.

##### **1.02 RELATED SECTIONS**

- A. Section 01 35 23: Worksite Safety Requirements
- B. Section 01 35 53: Worksite Security Requirements
- C. Section 01 35 66: Green Construction Policy
- D. Section 01 57 19: Temporary Environmental Control

##### **1.03 REFERENCES (NOT USED)**

##### **1.04 QUALITY ASSURANCE**

- A. Comply with Project Quality Program Requirements (see 1.02 above).

##### **1.05 SUBMITTAL (NOT USED)**

##### **1.06 DEFINITIONS (NOT USED)**

##### **1.07 WORKSITE CONDITIONS**

- A. Safety Requirements:
  - 1. Maintain Worksite and adjacent public ways in neat, clean, and orderly manner, free of recognizable hazards.
  - 2. Keep catwalks, underground structures, Worksite walks, public sidewalks, roadways and streets, along with public and private walkways adjacent to Worksite, free from scrap, trash, debris and hazards.
  - 3. Dispose of materials in accordance with Section 01 74 19 – Waste Management and Disposal
- B. Hazards Control:
  - 1. Store, control and dispose of hazardous and toxic products, wastes and containers in accordance with local requirements and Section 01 57 19 – Temporary Environmental Control.

2. Store volatile wastes in covered metal containers, and remove wastes from Worksite daily.
3. Do not accumulate wastes which create hazardous conditions.
4. If volatile and noxious cleaning substances are being used in spaces not adequately ventilated.
5. Comply with Section 01 35 23 Worksite Safety Requirements.

## **PART 2 - PRODUCTS**

### **2.01 CLEANING MATERIALS**

- A. Comply with the requirements of Section 01 35 66, Green Construction Policy.
- B. Use type of cleaning materials recommended by manufacturer of products for surfaces and for types and floorings are to be cleaned.

## **PART 3 - EXECUTION**

### **3.01 INTERIM CLEANING**

- A. Clean Worksite and adjacent areas once each Workday or more often if directed by Metro during the span construction of activities.

Clean sidewalk and landscape areas surrounding the Crenshaw yard at least once a week.

1. Maintain structures, grounds and other areas of Worksite, including public and private properties immediately adjacent to Worksite, free from accumulations of waste materials including trash and litter not generated by Contractor.
  2. Place waste materials in separate metal containers for recyclable products and waste materials.
  3. Maintain construction area in broom-clean condition. Remove soil accumulations and mud resulting from construction activities from adjacent street surfaces and sidewalks.
- B. Remove or secure loose material on open decks and on other exposed surfaces at end of each Workday, or more often, in manner which will maintain Worksite hazard-free.
    1. Secure material in manner which will prevent dislodgement by wind and other forces.
  - C. Sprinkle waste materials with water or approved chemical palliative to prevent blowing of dust. Use water in accordance with the requirements of the site SWPPP and associated BMP's.
  - D. Promptly empty waste containers when full, and legally dispose of contents at dumping areas off Metro's property.

- E. Control handling of waste materials. Do not permit materials to be dropped or thrown from structures. Use good housekeeping practices in accordance with the requirements of the site SWPPP and associated BMP's.
- F. Remove spillage of construction-related material from haul routes in accordance with Section 01 57 19 – Temporary Environmental Control.
- G. Remove posters or bills attached to structures and paint over graffiti within 48 hours of discovery or verbal or written notification by Metro. This cleaning and removal of posters, bills, graffiti and similar markings shall be considered within the original scope of this Contract and shall not delay the schedule for performance of Work by the Contractor nor shall it be relied upon to form the basis of any claim.

### **3.02 FINAL CLEANING**

- A. Inspect interior and exterior surfaces, including concealed spaces, in preparation for substantial completion and occupancy.
  - 1. Remove dirt, dust, litter, corrosion, solvents, discursive paint, stains, and extraneous markings.
  - 2. Wash and polish glass, metal, ceramic and plastic surfaces.
    - a. Protect Work that has been cleaned, and do not allow cleaning operations to damage or soil previously cleaned Work.
  - 3. Remove surplus materials, except materials intended for maintenance.
  - 4. Remove tools and equipment used in construction, but not property of Metro.
  - 5. Remove detachable labels and tags.
  - 6. File with manufacturer's specifications for specific material for Metro's records.
  - 7. Repairs damaged materials to specified finish, or remove and replace them.
  - 8. Remove calcification and repair damage from calcification and other chemicals.
- B. Upon completion of construction, leave Worksite in clean, neat condition, satisfactory to Metro.

### **3.03 STREET CLEANING**

- A. Provide street and sidewalk sweeping of active work areas at least once a day or more frequently, as required.

**END OF SECTION 01 74 00**





## **SECTION 01 78 39**

### **AS-BUILT DRAWINGS AND CURRENT STATUS DOCUMENTS**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Requirements and procedures for maintaining, annotating, and delivering Current Status, As-Built, and final As-Built Project Record Drawings, Specifications and indexes, (both in hardcopy and electronic formats), including pdf, tif, CAD, and Word files, as defined herein.
  - 1. Work includes but is not limited to as-built documents for Work done in tunnels, at-grade, above grade, on bridges, highway crossings, stations, cut-and-cover structures, Yards and Shops, trackwork; inclusive of systems elements such as Traction Power, OCS, Train Control, and Communications , and city, county, state, and third party utilities and facilities.

##### **1.02 RELATED SECTIONS**

- A. Section 01 33 00: Submittal Procedures
- B. Section 01 43 20: Project Quality Program Requirements

##### **1.03 REFERENCES**

- A. Los Angeles County Metropolitan Transportation Authority (Metro):
  - 1. Metro Rail Design Criteria CADD Standards
- B. American National Standards Institute (ANSI):
  - 1. ANSI Y14.4M - Pictorial Drawings
- C. Standard Plans of local authorities having jurisdiction
- D. Caltrans Standard Plans and Specifications
- E. Standard Specifications for Public Works Construction (SSPWC)

##### **1.04 QUALITY ASSURANCE**

- A. Comply with Project Quality Program Requirements (see 1.02 above).
- B. Print legibly and clearly relevant construction changes/data on current print of Current Status Documents to high standard of quality.
  - 1. Employ person who is qualified and experienced in performing this type of work.
- C. Prepare furnished drawings in accordance with standard of drafting specified in Metro Rail Design Criteria CADD Standards.

- D. Perform on-site ongoing review of Current Status Documents and Logs on minimum of weekly basis to assure they are maintained and current.
- E. Record additional construction information on As-Built or Current Status Documents as requested by Metro.
- F. Shop and working drawings shall be signed and sealed by licensed engineer registered in State of California.

#### **1.05 SUBMITTALS**

- A. Refer to Section 01 33 00 – Submittal Procedures, for submittal procedures and requirements.
- B. Current Status Documents Log: Within 90 days from approval of Baseline Schedule, submit for acceptance Current Status Document Log. Submit Log every 90 days or whenever requested by Metro.
  - 1. Schedule for submittal of Project Record documents should reflect Work scheduled on accepted Baseline Schedule.
- C. Resident Engineer (RE) will review Current Status Document in conjunction with monthly payment request. Current Status Documents must to be kept at Contractor's field office at all times (unless otherwise specified). In event these documents are not maintained, Metro will defer monthly payment for this pay item.
- D. Milestone As-Built and final Project Record Drawings: Within 30 days of each milestone identified in Metro accepted Contract Schedule, submit one hard copy and electronic files in both CAD format and Adobe Acrobat format, of all related As-Built Drawings and Specifications referenced to applicable Shop, Installation or Working Drawings which have been revised to indicate As-Built Condition of Work and latest revision of Current Status Document Log. Deliver certification with submittal attesting that documents are true and complete record of Contract along with approval stamp and signature on drawings concerning third party.
- E. Upon completion of all Contract Work and on mutually agreed schedule with Metro, submit CAD updated electronic files, Adobe Acrobat PDF files, Word files, and hard copies of all Project Record Documents, Final As-Built Mark-ups, and updated Current Status Document Log.
- F. As-Built Construction Plans:
  - 1. Once As-Built work done by Contractor is approved by City or local authorities having jurisdiction, Contractor shall arrange for transfer of As-Built information on contract plans electronic files in electronic format.
    - a. Hard copies of updated plan sheets for every month shall be submitted to the City of Beverly Hills, or local authorities having jurisdiction. Upon completion of Rearrangement Work, Party that performed Work shall furnish other Party with reproducible "As-Built" drawings showing all Replacement Facilities installed by performing Party, within sixty working days after completion of Work for each set of plans.

- b. All "As-Built" plans (whether provided by Metro, Consultant, or Contractor) shall conform to electronic formats as follows:

- 1) City of Beverly Hills:

- a) Storm Drain Plans: AutoCAD conforming to Metro CADD Standards and hard copies to be scanned with tif with 300 DPI min. after all signatures.
- b) Sewer Plans: AutoCAD conforming to Metro CADD Standards and hard copies to be scanned with tif with 300 DPI min. after all signatures.
- c) Water System Plans: AutoCAD conforming to Metro CADD Standards and hard copies to be scanned with tif with 300 DPI min. after all signatures.
- d) Electrical Duct Plans (Southern California Edison): AutoCAD conforming to Metro CADD Standards and hard copies to be scanned with tif with 300 DPI min. after all signatures.

- G. As-Built schedule per Section 01 32 16 – Bar Graph Schedule.

## **1.06 DEFINITIONS**

- A. As-Built Documents Log: Updated Current Status Document Log submitted at interim milestone or at Contract completion.
- B. Current Status Documents: Set of Construction Design Drawings and Shop/Working Drawings, and copy of Specifications marked and maintained by Contractor to show current As-Built status of construction in progress. When submitted, these shall be referred to as Milestone or Final As-built Documents as appropriate.
- C. Contractor Furnished Drawings: Design Drawings, Working Drawings, and Shop Drawings produced by Contractor which become supplements to Contract.
- D. Project Record Drawings: Contractor Construction, Design, Shop, and Working Drawings that are revised and approved, which depict final as-built field configuration of Work items. Third Party coordination and approval shall be completed and incorporated into Project Record Set.
- E. As-Built Specifications: Project Specifications reflecting changes during construction.
- F. Current Status Document Log:
  - 1. Log of Contract Drawings and Specifications, including following information:
  - 2. Drawings:
    - a. Revision Number

- b. Revision Issue Date
  - c. Description of field changes which are marked on drawing, if applicable.
  - d. Reference to Shop or Installation drawings, if applicable.
  - e. Schedule for submittal of As-Built document.
- 3. Specifications:
  - a. Revision Number
  - b. Revision issue date

## **1.07 MAINTENANCE OF AS-BUILT DOCUMENTS**

- A. Maintain at Worksite one copy of following documents for record purposes:
  - 1. Conformed Contract Documents. One set of full size 22 by 34 inch prints of drawings and one set of specifications shall be maintained for recording "as-built" revisions and special features.
  - 2. Change Orders/Modifications.
  - 3. Approved Submittals.
  - 4. Requests for Information .
  - 5. Inspection Reports.
  - 6. Laboratory Test Records.
  - 7. Field Test Reports and Records.
  - 8. Factory Test Reports and Records.
  - 9. Pre Construction Survey Reports
  - 10. Project Photographs
- B. Maintain for record purposes at location approved by Metro, electronic files for those documents which are required to be submitted electronically. Ensure that backups of electronic files are made on regular basis and stored at remote location.
- C. Store documents used for record purposes in Contractor's field office or other approved location, apart from documents used for construction. Documents shall be stored and maintained in such manner that they are readily retrievable in facilities that provide suitable environment to minimize deterioration or damage from moisture exposure or fire; and to prevent loss.
- D. Provide files and racks for storage of documents.
- E. Maintain documents in clean, dry, legible condition.

- F. Make documents available at all times for inspection by Metro. Make copies of electronic documents available upon Metro's request.

## **PART 2 - PRODUCTS**

### **2.01 DOCUMENTS**

- A. Current Status Drawings
- B. Current Status Specifications
- C. Current Status Document Log
- D. As-Built Drawings and Specifications
- E. Project Record Documents

## **PART 3 - EXECUTION**

### **3.01 SAFE KEEPING OF FIELD DOCUMENTS**

- A. During times when documents are not being updated, store drawings, indexes and specifications in fire resistant locked cabinet or provide off-site backup to prevent inadvertent destruction of documents.

### **3.02 MARKING CURRENT STATUS DOCUMENTS**

- A. Stamp each page of Drawings and Specifications of Current Status Documents "CURRENT STATUS." Lettering on stamp: 1/2 inch and 1/4 inch for Drawings and Specifications respectively.
- B. Legibly record construction As-Built information on weekly basis. Include reference of Change, Change Notice, RFI responses, Non-Conformance Reports, shop drawings and other related information to extent that As-Built information requires markup on Contract drawings. Attach to current status Drawing markups or sketches as result of design modifications or RFIs. Pertinent information must be shown on Drawing. Do not cover up Work unless relevant information has been recorded.
- C. Clearly identify Change Order revision by Change Order numbers. Where more than one change is made in an area of drawing, clearly identify changes graphically by marking copy of preceding changes. Insert these copies into set of Current Status Documents on top of preceding record in manner to preclude losing or damaging document.
- D. Mark changes in clearly distinguishable manner and cloud changes.
- E. When new revision of document is issued, stamp superseded document "SUPERSEDED" and keep in Current Status Document set for future reference of previous mark-ups and for use for production of As-Built Drawings. Contractor need not transfer data recorded on superseded drawings onto new revision but shall list all revisions on drawing index.

### **3.03 PREPARING FINAL AS-BUILT (PROJECT RECORD DOCUMENTS)**

- A. For drawings and specifications created by Contractor, prepare new revision for each drawing and specification. Include "Project Record" in revision block for drawings and in footer for specifications. Drawings not changed by As-Built conditions include word "UNCHANGED" in revision block. Incorporate all field as-built information as well as information required in Article 3.04. Seal documents and submit electronic files and hardcopies as directed by Metro. Submit updated Current Status Document Log as part of this package.
- B. For drawings and specifications created by Metro or its consultant, mark and stamp "AS-BUILT" latest revisions of Contract Drawings and Specifications for As-Built condition. Lettering on stamp: 1/2 inch and 1/4 inch high for Drawings and Specifications respectively. Clearly define revisions in minimum of 1/8 inch letter on hard copy of Drawings and Specifications. Stamp Drawings not changed by As-Built conditions with word "UNCHANGED" above "AS-BUILT" label.
- C. Use clouds to define extent of change.
- D. Mark As-Built conditions to extent they deviate from contract requirements on copy of latest revision of Drawings or Specifications. Specific information required on each category of Drawings is specified in Article 3.04. If drawing does not facilitate such changes, furnish Shop Drawing showing details and cross-reference each drawing.

### **3.04 REQUIRED INFORMATION ON CURRENT STATUS AND PROJECT RECORD DRAWINGS**

- A. Following requirements are applicable to Contractor's Work under each category as required. Provide as-built measurements with reference to datum used for dimensioning on appropriate drawings.
- B. Civil and Utility Drawings:
  - 1. Street Paving Drawings: Measure distances and elevations indicated for As-Built condition and indicate in black or highlight adjacent to design elevation for sidewalks, curb and gutters, catch basins, top of manhole covers, valve boxes and other protrusions in paving any storm drain or sanitary sewer plan and profile.
  - 2. As applicable, obtain approval from Metro prior to submitting Project Record Drawings.
- C. Right-of-Way Drawings: These drawings will be revised for archives by Metro. Contractor need not include these drawings in his submittal.
- D. Architectural and Structural Drawings: Dimension of all items related to nearest 1/4 inch.
- E. Mechanical Drawings:



1. Piping and Duct Drawings: Reference on index appropriate Construction Design and Shop Drawings indicating revisions to materials or routing of piping or ducts that are different from those indicated. Locate with tape measure locations and elevations of bends, valves, flanges, enlargements, anchors, cleanouts, etc. in relations to walls, finished floors or other convenient reference points. Show on Shop and/or Current Status Drawings as appropriate.
  2. Equipment Drawings: Reference on index appropriate Construction Design and Shop Drawings for location of equipment and locations of major controls in relationship to walls and finished floor or other appropriate reference points. Show on Shop or Current Status Drawings as appropriate.
- F. Electrical System Drawings:
1. Connection Diagrams: Cross-reference Shop Drawings with related diagrams to these drawings. Provide grounding connection records.
  2. Conduit Runs: Provide dimension to indicate location and elevation of panels and junction boxes in relationship to walls and finished floor with reasonable accuracy. Show cross Sections and dimensions for all embedded conduits, cable trays and concealed conduits on Shop and Lift Drawings. Provide cross-references between Contract and Shop Drawings.
  3. Labeling: Provide tagging and labeling of conduits and cables/wires and related schedules.
  4. Locations of Equipment: As specified in Article 3.04 D – Mechanical Drawings.
  5. Locations of Cables: Provide locations of cables, pull boxes/ handholes along with assigned circuit record.

### **3.05 CONTRACTOR FURNISHED DRAWINGS**

- A. Contractor Furnished Drawings - Drawings provided by Contractor and used for construction of permanent facilities. Prepare drawings to high standard of quality, as specified in Article 1.03 – References.
- B. Produce drawings on D size (22 inches by 34 inches). Provide company logo on drawing and have drawing sealed by registered professional engineer licensed in State of California complete with sealer's name, full signature and registration expiration date, where required by specifications.
- C. Drawing numbers will be distinct to avoid duplication. Do subsequent revisions to these drawings. Include bubbles, triangles and description of revision in revision block and if initiated by Contractor.
- D. Include these drawings in Current Status Documents. Update for changes as specified in other parts of these Specifications.
- E. Revise originals of these drawings to show As-Built conditions as indicated.

- F. Upon completion of construction or as directed by RE, submit updated Current Status Document Log and revised drawings as noted above.

**END OF SECTION 01 78 39**

APPENDIX A – GEOTECHNICAL REPORT – PROPOSED SCE DUCTBANK  
AT WILSHIRE/LA CIENEGA STATION

THIS PAGE INTENTIONALLY LEFT BLANK

Appendix A – Geotechnical Report – Proposed SCE Ductbank at Wilshire/La Cienega Station will be provided by Metro through an Amendment





## APPENDIX B – POTHOLING AND TRENCHING DATA

THIS PAGE INTENTIONALLY LEFT BLANK

SafeProbe, Inc.  
3424 Wilshire Blvd., Suite 1108, Los Angeles, CA 90010  
Project Pothole Locations:  
Westside Extension Stations: La Cienega Station

Survey Point @Existing Ground																				
SN	Trench#	Approx. Station	Pothole #	Date	Utility Line Found	Survey Point #	Northing (ft)	Easting (ft)	Existing Gr. Elev (ft)	Top of Utility. Elev (ft)	Depth Top(ft)	Depth Bottom(ft)	Width of Utility(Inch)	Pipe/Conduit Size(inch)	Material Makeup	Utility Condition	Pavement Thickness	Pavement Condition	Concrete Thickness (pavement)	Description
1	T501	565+34	T501-1	10/18/2012	6" Ø Plastic (Gas line)	1383	1846064.45	6448685.39	139.51	135.93	3' - 07"	4' - 01"	6" Ø	6" Ø	Plastic	Fair	10" - AC	Fair	N/A	As marked on site
2			T501-2	10/18/2012	Clear - Nothing found	1382	1846061.59	6448684.70	139.72	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	10" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
3			T501-3	10/18/2012	Clear - Nothing found	1381	1846058.50	6448684.18	139.79	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	10" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
4			T501-4	10/19/2012	12" Ø STL (Water line)	1380	1846055.98	6448683.45	139.83	136.33	3' - 06"	4' - 06"	12" Ø	12" Ø	Steel	Fair	8" - AC / 6" - Concrete base	Fair	N/A	As marked on site
5			T501-5	10/19/2012	8" Ø STL (Gas line)	1379	1846052.60	6448682.50	140.04	136.04	4' - 00"	4' - 08"	8" Ø	8" Ø	Steel	Fair	8" - AC / 6" - Concrete base	Fair	N/A	As marked on site
6			T501-6	10/19/2012	Clear - Nothing found	1378	1846049.52	6448681.70	140.10	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	8" - AC / 6" - Concrete base	Fair	N/A	Nothing found - As marked on site
7			T501-7	10/29/2012	Clear - Nothing found	1377	1846046.31	6448680.80	140.20	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	8" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
8			T501-8	10/29/2012	Clear - Nothing found	1376	1846042.97	6448680.51	140.18	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	8" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
9			T501-9	10/29/2012	Clear - Nothing found	1375	1846040.23	6448680.00	140.14	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	8" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
10			T501-10	10/29/2012	Clear - Nothing found	1374	1846037.38	6448678.53	140.17	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	10" - AC / 6" - Concrete base	Fair	N/A	Nothing found - As marked on site
11			T501-11	10/22/2012	Clear - Nothing found	1373	1846034.35	6448677.66	140.19	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	6" - AC / 10" - Concrete base	Fair	N/A	Nothing found - As marked on site
12			T501-12	10/22/2012	Clear - Nothing found	1372	1846031.59	6448677.12	140.24	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	6" - AC / 10" - Concrete base	Fair	N/A	Nothing found - As marked on site
13			T501-13	11/7/2012	Clear - Nothing found	1371	1846027.77	6448675.86	140.17	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	10" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
14			T501-14	11/7/2012	Clear - Nothing found	1370	1846024.24	6448674.85	140.12	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	10" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
15			T501-15	11/7/2012	Clear - Nothing found	1369	1846021.03	6448674.14	140.10	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	8" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
16			T501-16	11/7/2012	Clear - Nothing found	1368	1846017.53	6448673.33	139.99	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	10" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
17			T501-17	11/7/2012	12" Ø RCP (Water line)	1367	1846014.48	6448672.69	139.95	136.53	3' - 05"	4' - 05"	12" Ø	12" Ø	RCP	Fair	6" - AC / 8" - Concrete base	Fair	N/A	As marked on site
18			T501-18	11/9/2012	Clear - Nothing found	1366	1846011.06	6448671.65	139.41	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	8" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
19			T501-19	11/5/2012	3" Ø STL (Gas line)	1365	1846008.62	6448671.23	139.72	136.22	3' - 06"	3' - 09"	3" Ø	3" Ø	Steel	Fair	8" - AC / 8" - Concrete base	Fair	N/A	As marked on site
20			T501-20	11/5/2012	4" Ø STL (Unknown line)	1364	1846005.73	6448670.17	139.45	135.7	3' - 09"	4' - 00"	4" Ø	4" Ø	Steel	Fair	6" - AC / 8" - Concrete base	Fair	N/A	As marked on site
21			T501-21	11/5/2012	Clear - Nothing found	1363	1846001.64	6448668.86	139.27	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	3" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
22	T503	568+04	T503-1	10/23/2012	6" Ø Plastic (Gas line)	1409	1846139.35	6448437.17	138.61	133.78	4' - 10"	5' - 04"	6" Ø	6" Ø	Plastic	Fair	10" - AC	Fair	N/A	As marked on site
23			T503-2	10/23/2012	Clear - Nothing found	1408	1846136.44	6448436.16	138.73	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	6" - AC / 10" - Concrete base	Fair	N/A	Nothing found - As marked on site
24			T503-3	10/23/2012	24" Ø RCP (Storm Drain line)	1407	1846131.76	6448435.10	138.67	134	4' - 08"	6' - 08"	24" Ø	24" Ø	RCP	Fair	6" - AC / 10" - Concrete base	Fair	N/A	As marked on site
25			T503-4	10/24/2012	24" Ø RCP (Storm Drain line)	1406											8" - AC / 8" - Concrete base	Fair	N/A	Same line as T503-3 - As marked on site
26			T503-5	10/24/2012	8" Ø STL (Gas line)	1405	1846126.86	6448433.93	138.92	135.25	3' - 08"	4' - 04"	8" Ø	8" Ø	Steel	Fair	8" - AC / 8" - Concrete base	Fair	N/A	As marked on site
27			T503-6	10/24/2012	Clear - Nothing found	1404	1846124.81	6448433.06	138.95	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	8" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
28			T503-7	10/24/2012	Clear - Nothing found	1403	1846121.72	6448432.24	138.96	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	8" - AC / 10" - Concrete base	Fair	N/A	Nothing found - As marked on site
29			T503-8	10/24/2012	12" Ø STL (Water line)	1402	1846118.63	6448431.46	139.03	136.03	3' - 00"	4' - 00"	12" Ø	12" Ø	Steel	Fair	4" - AC / 12" - Concrete base	Fair	N/A	As marked on site
30			T503-9	10/24/2012	Clear - Nothing found	1401	1846116.00	6448430.31	139.11	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	10" - AC / 6" - Concrete base	Fair	N/A	Nothing found - As marked on site
31			T503-10	10/30/2012	Clear - Nothing found	1400	1846112.28	6448429.52	139.21	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	10" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
32			T503-11	10/30/2012	Clear - Nothing found	1399	1846109.32	6448428.66	139.21	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	10" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
33			T503-12	10/23/2012	Clear - Nothing found	1398	1846106.31	6448427.73	139.07	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	6" - AC / 10" - Concrete base	Fair	N/A	Nothing found - As marked on site
34			T503-13	11/2/2012	Clear - Nothing found	1397	1846102.98	6448426.68	138.94	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	10" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
35			T503-14	11/2/2012	Clear - Nothing found	1396	1846099.68	6448425.85	138.97	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	10" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
36			T503-15	11/2/2012	Clear - Nothing found	1395	1846096.11	6448425.02	138.90	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	8" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
37			T503-16	11/6/2012	Clear - Nothing found	1394	1846092.43	6448423.79	138.80	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	10" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
38			T503-17	11/6/2012	12" Ø RCP (Water line)	1393	1846089.39	6448423.09	138.67	134.67	4' - 00"	5' - 00"	12" Ø	12" Ø	RCP	Fair	6" - AC / 8" - Concrete base	Fair	N/A	As marked on site
39			T503-18	11/8/2012	Clear - Nothing found	1392	1846086.71	6448422.08	138.58	N/A	6' - 00"	N/A								Nothing found - As marked on site
40			T503-19	11/6/2012	3" Ø STL (Gas line)	1391	1846083.46	6448421.33	138.38	135.38	3' - 00"	3' - 03"	3" Ø	3" Ø	Steel	Fair	10" - AC / 8" - Concrete base	Fair	N/A	As marked on site
41			T503-20	11/6/2012	4" Ø STL (Unknown line)	1390	1846081.28	6448420.44	138.30	134.71	3' - 05"	3' - 09"	4" Ø	4" Ø	Steel	Fair	6" - AC / 8" - Concrete base	Fair	N/A	As marked on site
42			T503-21	11/2/2012	Clear - Nothing found	1389	1846077.23	6448419.18	138.13	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	4" - AC / 10" - Concrete base	Fair	N/A	Nothing found - As marked on site
43	T505	571+24	T505-1	10/25/2012	6" Ø Plastic (Gas line)	1421	1846232.38	6448128.15	137.03	131.53	5' - 06"	6' - 00"	6" Ø	6" Ø	Plastic	Fair	8" - AC	Fair	N/A	As marked on site
44			T505-2	10/25/2012	Clear - Nothing found	1422	1846229.38	6448127.42	137.20	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	4" - AC / 10" - Concrete base	Fair	N/A	Nothing found - As marked on site
45			T505-3	10/25/2012	24" Ø RCP (Storm Drain line)	1423	1846224.73	6448126.04	137.36	132.44	4' - 11"	6' - 11"	24" Ø	24" Ø	RCP	Fair	6" - AC / 8" - Concrete base	Fair	N/A	As marked on site
46			T505-4	10/25/2012	24" Ø RCP (Storm Drain line)	1424											6" - AC / 8" - Concrete base	Fair	N/A	Same line as T505-3 - As marked on site
47			T505-5	10/25/2012	8" Ø STL (Gas line)	1425	1846220.57	6448124.72	137.53	133.86	3' - 08"	4' - 04"	8" Ø	8" Ø	Steel	Fair	6" - AC / 8" - Concrete base	Fair	N/A	As marked on site
48			T505-6	10/25/2012	Clear - Nothing found	1426	1846217.69	6448124.16	137.66	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	8" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
49			T505-7	10/26/2012	Clear - Nothing found	1427	1846215.01	6448122.85	137.73	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	8" - AC / 6" - Concrete base	Fair	N/A	Nothing found - As marked on site
50			T505-8	10/26/2012	12" Ø RCP (Water line)	1428	1846211.51	6448121.74	137.94	134.69	3' - 03"	4' - 03"	12" Ø	12" Ø	RCP	Fair	4" - AC / 8" - Concrete base	Fair	N/A	As marked on site
51			T																	

SafeProbe, Inc.  
3424 Wilshire Blvd., Suite 1108, Los Angeles, CA 90010  
Project Pothole Locations:  
Westside Extension Stations: La Cienega Station

Survey Point @Existing Ground																				
SN	Trench#	Approx. Station	Pothole #	Date	Utility Line Found	Survey Point #	Northing (ft)	Easting (ft)	Existing Gr. Elev (ft)	Top of Utility. Elev (ft)	Depth Top(ft)	Depth Bottom(ft)	Width of Utility(inch)	Pipe/Conduit Size(inch)	Material Makeup	Utility Condition	Pavement Thickness	Pavement Condition	Concrete Thickness (pavement)	Description
64	T507	574+64	T507-1	10/21/2012	6" Ø Plastic (Gas line)	1500	1846339.57	6447773.37	137.73	134.4	3' - 04"	3' - 10"	6" Ø	6" Ø	Plastic	Fair	8" - AC / 8" - Concrete base	Fair	N/A	As marked on site
					12" Ø RCP (Unknown line)	1501	1846338.95	6447772.79	137.71	138.54	2' - 10"	3' - 10"	12" Ø	12" Ø	RCP	Fair				As marked on site
					8" Ø STL (Water line)					133.04	4' - 08"	5' - 04"	8" Ø	8" Ø	Steel	Fair				As marked on site
					3" Ø PVC (Unknown line)					136.04	1' - 08"	1' - 11"	3" Ø	3" Ø	PVC	Fair				As marked on site
65			T507-2	10/21/2012	3" Ø PVC (Unknown line)	1502	1846336.41	6447773.07	137.73	135.98	1' - 09"	2' - 00"	3" Ø	3" Ø	PVC	Fair	8" - AC / 8" - Concrete base	Fair	N/A	As marked on site
66			T507-3	10/21/2012	3" Ø PVC (Unknown line)	1503	1846333.47	6447773.38	137.99	136.24	1' - 09"	2' - 00"	3" Ø	3" Ø	PVC	Fair	8" - AC / 8" - Concrete base	Fair	N/A	As marked on site
67			T507-4	10/28/2012	Clear - Nothing found	1499	1846317.96	6447810.56	138.01	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	8" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
68			T507-5	10/28/2012	8" Ø STL (Gas line)	1498	1846315.19	6447809.79	138.15	134.65	3' - 06"	4' - 02"	8" Ø	8" Ø	Steel	Fair	8" - AC / 8" - Concrete base	Fair	N/A	As marked on site
69			T507-6	10/28/2012	Clear - Nothing found	1497	1846311.98	6447808.85	138.23	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	8" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
70			T507-7	10/28/2012	Clear - Nothing found	1496	1846309.07	6447808.12	138.24	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	10" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
71			T507-8	10/28/2012	12" Ø RCP (Water line)	1495	1846306.17	6447807.25	138.33	134.33	4' - 00"	5' - 00"	12" Ø	12" Ø	RCP	Fair	6" - AC / 8" - Concrete base	Fair	N/A	As marked on site
72			T507-9	10/28/2012	Clear - Nothing found	1494	1846303.12	6447806.41	138.33	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	6" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
73			T507-10	10/21/2012	Clear - Nothing found	1493	1846299.80	6447805.41	138.42	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	10" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
74			T507-11	10/21/2012	Clear - Nothing found	1492	1846297.50	6447804.76	138.27	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	10" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
75			T507-12	10/21/2012	Clear - Nothing found	1491	1846294.32	6447803.94	138.11	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	10" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
76			T507-13	11/4/2012	Clear - Nothing found	1491	1846294.32	6447803.94	138.11	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	10" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
77			T507-14	11/4/2012	Clear - Nothing found	1489	1846287.55	6447801.94	138.23	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	10" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
78			T507-15	11/4/2012	Clear - Nothing found	1488	1846284.53	6447801.00	138.12	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	8" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
79			T507-16	11/4/2012	Clear - Nothing found	1487	1846281.29	6447800.09	137.73	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	8" - AC / 8" - Concrete base	Fair	N/A	Nothing found - As marked on site
80			T507-17	11/11/2012	Clear - Nothing found	1486	1846277.99	6447798.95	137.83	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	8" - AC / 12" - Concrete base	Fair	N/A	Re - open/Nothing found - As marked on site
81			T507-18	11/11/2012	Clear - Nothing found	1485	1846275.40	6447798.18	137.81	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	8" - AC / 10" - Concrete base	Fair	N/A	Nothing found - As marked on site
82			T507-19	11/11/2012	12" Ø RCP (Water line)	1484	1846272.13	6447797.25	137.49	133.24	4' - 03"	5' - 03"	12" Ø	12" Ø	RCP	Fair	6" - AC / 10" - Concrete base	Fair	N/A	As marked on site
83			T507-20	11/11/2012	Clear - Nothing found	1475	1846268.93	6447796.43	137.64	N/A	6' - 00"	N/A	N/A	N/A	N/A	N/A	6" - AC / 10" - Concrete base	Fair	N/A	Nothing found - As marked on site
84			T507-21	11/11/2012	1 - 4" Ø STL (Unknown line)	1476	1846267.30	6447795.78	137.47	135.47	2' - 00"	2' - 04"	4" Ø	4" Ø	Steel	Fair	2" - AC / 10" - Concrete base	Fair	N/A	As marked on site
					1 - 4" Ø STL (Unknown line)	1477	1846265.73	6447795.53	137.28	134.7	2' - 07"	2' - 11"	4" Ø	4" Ø	Steel	Fair				As marked on site

SUMMARY:  
TOTAL OF POTHOLE AT TRENCH LOCATIONS = 84 potholes



SafeProbe, Inc.  
3424 Wilshire Blvd., Suite 1108, Los Angeles, CA 90010  
Project Pothole Locations:  
Westside Extension Stations: Wilshire/La Brea, Wilshire/Fairfax & Wilshire/La Cienega

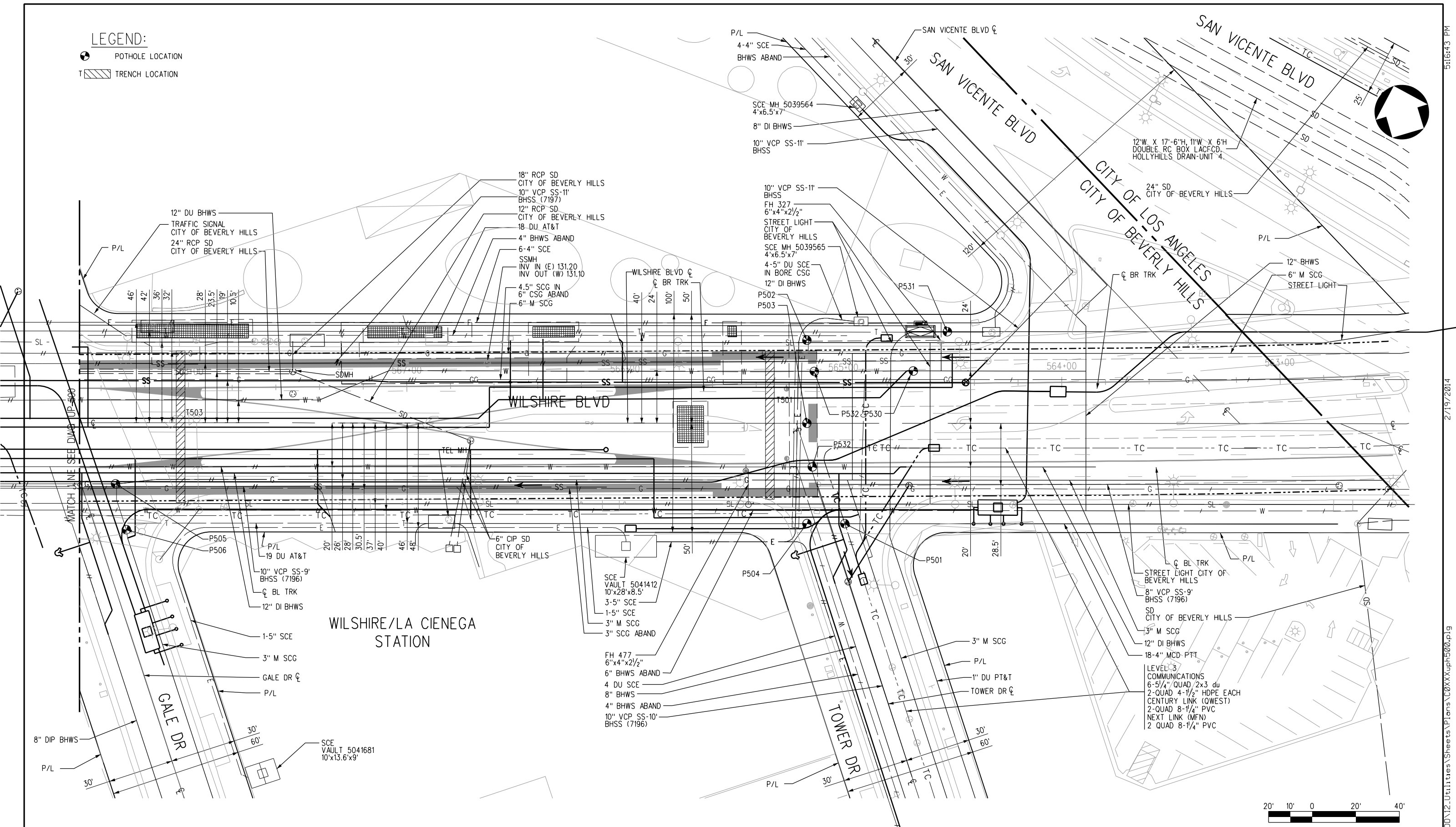
Drawing#	SN	Pothole #	Utility Line Requested	Description	Utility Line Found	Date	Survey Point @Existing Ground				Survey Point @Utility			Depth to top of	Depth to bottom of	Width of Utility(inch)	Pipe/Conduit Size(inch)	Material Makeup	Utility Condition	Pavement Thickness	Pavement Condition	Concrete Thickness (pavement)	Subsurface Composition/Comments
							Survey Point #	Northing (ft)	Easting (ft)	Existing Gr. Elev (ft)	Northing (ft)	Easting (ft)	Top Util Elev (ft)										
UP-500	1	P501	TELECOM	6 - 5¼", 4 - 1½", 8 - 1¼"	1½" Ø PVC (Tel line)	11/8/2012	1361	1845977.23	6448700.61	139.70	1845977.23	6448700.61	136.87	2' - 10"	2' - 11½"	1½" Ø	1½" Ø	PVC	Fair	12" - AC	Fair	N/A	
	2	P502	SCE	4 - 5" DU	With concrete casing (Elec line)	10/18/2012	1385	1846059.58	6448703.03	139.66	1846059.58	6448703.03	133.91	5' - 09"	7' - 05"	Width of conc. casing - Unkno	Not visible	Concrete	Protected by concrete	10" - AC	Fair	N/A	
	3	P503	SCE	4 - 5" DU	12" Ø STL (Elec line)	10/22/2012	1386	1846027.17	6448690.86	140.44	1846027.17	6448690.86	133.67	6' - 04"	7' - 04"	12" Ø	12" Ø STL	Steel	Protected by steel	8" - AC	Fair	10" Concrete - base	
	4	P504	SCE	4 DU	With concrete casing (Elec line)	11/8/2012	1362	1845985.45	6448679.27	139.09	1845985.45	6448679.27	134.67	4' - 05"	6' - 02"	Unknown	Not visible	Concrete	Protected by steel	8" - AC	Fair	6" Concrete - base	
	5	P505	SCG	3" M	3" Ø STL (Gas line)	11/9/2012	1388	1846091.34	6448386.35	138.46	1846091.34	6448386.35	134.63	3' - 06"	3' - 09"	3" Ø	3" Ø	Steel	Fair	16" - AC	Fair	N/A	
	6	P506	SCG	3" M	3" Ø STL (Gas line)	11/9/2012	1387	1846068.14	6448384.31	138.13	1846068.14	6448384.31	134.88	3' - 03"	3' - 06"	3" Ø	3" Ø	Steel	Fair	10" - AC	Fair	N/A	
UP-501		P507	SCG	2" M																			
	7	P508	SCG	2" M	6" Ø STL (Gas line)	11/9/2012	1410	1846155.83	6448383.37	138.25	1846155.83	6448383.37	132.83	5' - 05"	5' - 11"	6" Ø	6" Ø	Steel	Fair	8" - AC	Fair	N/A	
		P509	AT&T	19 DU																			
		P510	AT&T	19 DU																			
		P511	AT&T	19 DU																			
		P512	AT&T	18 DU																			
	8	P513	AT&T	18 DU	With concrete casing (Tel line)	11/1/2012	1411	1846166.25	6448076.66	136.22	1846166.25	6448076.66	131.97	4' - 03"	Unknown		Not visible	Concrete	Protected by concrete	6" - AC	Fair	N/A	
	9	P514	SCE	6 DU	4" Ø STL (Unknown line)	10/30/2012	1443	1846268.18	6448036.03	137.89	1846268.18	6448036.03	135.89	2' - 00"	2' - 04"		4" Ø	Steel		5" - AC / 6"	Fair	N/A	
					6" Ø STL (Unknown line)		1444	1846268.89	6448035.13	138.71	1846268.89	6448035.13	135.71	3' - 00"	3' - 06"		6" Ø	Steel		Concrete base	Fair	N/A	
	10	P515	SCE	6 DU	NOT FOUND (Looking for SCE line)	11/8/2012	1442	1846189.97	6448035.22	136.49	1846189.97	6448035.22	N/A	6' - 00"	N/A		N/A	N/A	N/A	8" - AC	Fair	8" Concrete - base	
		P516	SCE	6 DU																			
		P517	AT&T	18 DU																			
		P518	SCE	6 DU																			
		P519	AT&T	18 DU																			

LEGEND:  
Pothole not done yet

SUMMARY:  
Total of potholes done = 10 potholes

# LEGEND:

-  POTHOLE LOCATION
-  TRENCH LOCATION



REV	DATE	BY	APP	REG NO	EXPIRES	SEAL HOLDER	DESCRIPTION

DESIGNED BY	J. VARIAS
DRAWN BY	J. MONG
CHECKED BY	S. YOUSEF IAN
IN CHARGE	Z. MUDAR
DATE	05/22/2013



LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

WESTSIDE SUBWAY EXTENSION  
ADVANCED PRELIMINARY ENGINEERING  
WILSHIRE/LA CIENEGA STATION  
PROPOSED POTHOLOGING LOCATION  
1 OF 4

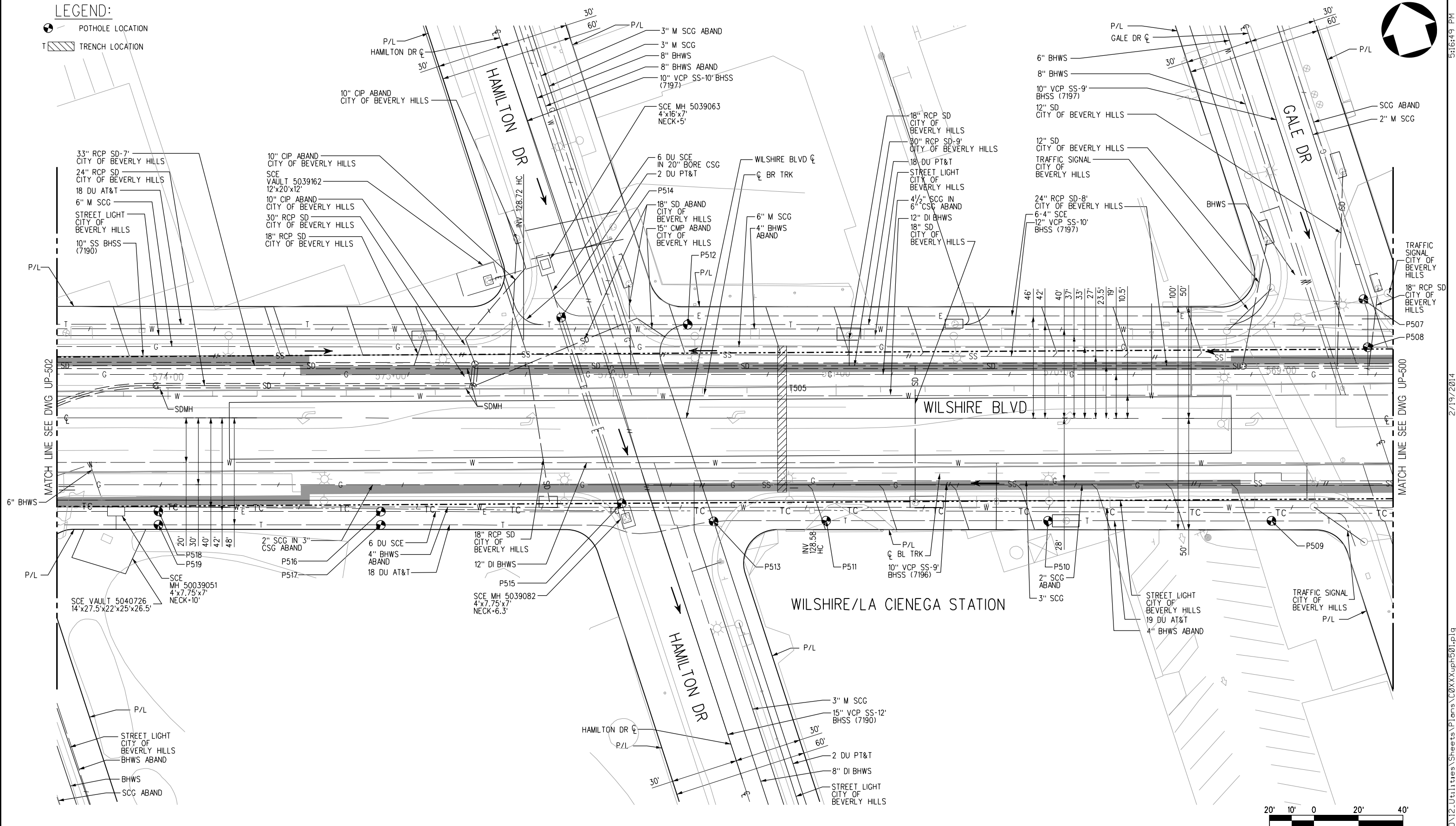
CONTRACT NO	
DRAWING NO	UP-500
SCALE	1" = 20'
SHEET NO	

5/16/43 PM  
2/19/2014  
L:\ALYSBIM\WACBM\CADD\12-Utilities\Sheets\Plans\00XXXuph500.plg



LEGEND:

- POTHOLE LOCATION  
TRENCH LOCATION



REV	DATE	BY	APP	REG NO	EXPIRES	SEAL HOLDER	DESCRIPTION

DESIGNED BY J. VARIAS
DRAWN BY J. MONG
CHECKED BY G. MUNSON
IN CHARGE Z. MUDAR
DATE 05/22/2013



LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

WESTSIDE SUBWAY EXTENSION  
ADVANCED PRELIMINARY ENGINEERING

WILSHIRE/LA CIENEGA STATION  
PROPOSED POTHOLING LOCATION  
2 OF 4

CONTRACT NO	REV
DRAWING NO UP-501	
SCALE 1" = 20'	
SHEET NO	

POTHOLING DATA TABLE

POTHOLING INFORMATION							
POT HOLE NUMBER	UTILITY LINE	NORTHING (ft)	EASTING (ft)	EXISTING GROUND Elev (ft)	TOP OF UTILITY Elev (ft)	DEPTH (ft)	DESCRIPTION
P501	TELECOM						6-5/4", 4-1/2", 8-1 1/4", 8-1 1/4"
P502	SCE						4-5" DU
P503	SCE						4-5" DU
P504	SCE						4" DU
P505	SCG						3" M
P506	SCG						3" M
P507	SCG						2" M
P508	SCG						2" M
P509	AT&T						19 DU
P510	AT&T						19 DU
P511	AT&T						19 DU
P512	AT&T						18 DU
P513	AT&T						18 DU
P514	SCE						6 DU
P515	SCE						6 DU
P516	SCE						6 DU
P517	AT&T						18 DU
P518	SCE						6 DU
P519	AT&T						18 DU

TRENCH INFORMATION								
TRENCH NUMBER	STATION	UTILITY FOUND	NORTHING (ft)	EASTING (ft)	EXISTING GROUND Elev (ft)	TOP OF UTILITY Elev (ft)	DEPTH (ft)	DESCRIPTION
T501	565+34							
T503	568+04							
T505	571+24							
T507	574+64							

REV	DATE	BY	APP	REG NO	EXPIRES	SEAL HOLDER	DESCRIPTION		

DESIGNED BY  
J. VARIAS

DRAWN BY  
J. MONG

CHECKED BY  
S. YOUSEF IAN

IN CHARGE  
Z. MUDAR

DATE  
05/22/2013

M

Metro

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

PARSONS  
BRINCKERHOFF

WESTSIDE SUBWAY EXTENSION  
ADVANCED PRELIMINARY ENGINEERING

WILSHIRE/LA CIENEGA STATION  
PROPOSED POTHOLING LOCATION

4 OF 4

CONTRACT NO

DRAWING NO  
UP-503

SCALE  
1" = 20'

SHEET NO

DRAWING NO  
UP-503

REV

## **SECTION 3 – BID/PROPOSAL DOCUMENTS**

This page is intentionally blank

## INSTRUCTIONS TO BIDDERS

### IB-01 PRE-QUALIFICATION REQUIREMENTS

- A. All contractors, subcontractors, material suppliers (supplying directly to Metro), and any other firm competing for award of contracts or subcontracts of \$100,000 or more will be required to complete and submit a Contractor Pre-Qualification Application. Failure to do so may cause your bid to be rejected as non-responsive.
- B. Contractor Pre-qualification Applications are due to the pre-qualification office no later than the bid due date. Do not put copies of pre-qualification documents in your bid.
- C. For contact information, please refer to the Letter of Invitation. For detailed instructions, refer to the Pre-Qualification Application which can be downloaded from Metro website (<http://www.metro.net/EBB/PQA/vprequal.htm>), or provided by the Pre-Qualification Office.

### IB-02 BIDDERS LIST FORM

- A. In accordance with 49 CFR 26.11 (c), the Los Angeles County Metropolitan Transportation Authority (Metro) is required to maintain a Bidders List, consisting of all firms bidding on prime contracts and bidding or quoting subcontracts, who seek an award or participation on Metro contracts funded in whole or in part with Federal funds. Each Bidders List is a compilation of Bidders, Proposers, Quoters, subcontractors, manufacturers, and suppliers of materials who have submitted bids during the advertising period of a specific project.
- B. **If the Letter of Invitation identifies this IFB as federally funded, all businesses are required to complete and submit a Bidders List Form (PRO FORM 132) when submitting a Bid, Proposal, or Quote directly to Metro.**
- C. All businesses that submit a Bid, Proposal, or Quote directly to Metro must also ensure that all of its quoting subcontractors, suppliers, manufacturers and suppliers that the Bidder included in its response to Metro, are required to complete and submit a Bidders List Form (PRO FORM 132).
- D. Bidders List Forms (PRO FORM 132) are due at time of Bid due date as provided in the Letter of Invitation. Failure to submit the Bidders List Form(s) may deem the Bidder non-responsive.
- E. LACMTA will use the Bidders List to identify the universe of DBE and non-DBE contractors and subcontractors who seek to work on Metro contracts for use in establishing Metro overall goals.

**IB-03            RESERVED**

**IB-04            EXAMINATION OF IFB DOCUMENTS**

- A. All bids shall be in strict accordance with the Invitation for Bid (IFB) Documents.
- B. Copies of the solicitation, Metro responses to all written questions, and requests for interpretation and clarification will be available for examination and/or purchase as noted in the Invitation for Bid letter. The bidder shall be solely responsible for examining the solicitation documents, reviewing all Amendments; comprehending all conditions that may impact the bid and the performance of the Work should the bidder be selected. Failure of the bidder to so examine and inform itself must be at its sole risk.

**IB-05            INTERPRETATION OF IFB DOCUMENTS**

- A. Requests for interpretation or clarification of the solicitation documents shall be submitted in writing. All written requests shall be forwarded to Metro Contract Administrator identified in the Invitation for Bid Letter.
- B. To ensure that responses are provided to all Planholders, inquiries shall be received at least **ten (10) working days** prior to the submittal due date, unless otherwise noted in the Invitation for Bid Letter. Where such interpretation or clarification requires a change in the solicitation documents, Metro will issue an Amendment.
- C. Metro shall not be bound by, and the Planholder shall not rely on for any purpose, any oral interpretation or oral clarification of the solicitation documents.

**IB-06            AMENDMENT**

- A. Metro reserves the right to revise the solicitation documents prior to the bid opening. Such revisions, if any, will be made by Amendment to this IFB.
- B. Bidders shall acknowledge receipt of all Amendments to the IFB Documents in the Bid Letter. Failure to acknowledge receipt of all Amendments may render the bid non-responsive.
- C. Prior to submitting the bid to Metro for consideration, each bidder is responsible for checking Metro website to ensure that it has received all applicable Amendments.

**IB-07            PREPARATION OF SUBMITTAL**

- A. Bids shall include the bid forms and submittal requirements outlined in the solicitation documents, or on legible photocopies of the forms. Bidders shall complete the forms in accordance with the directions specified in these



Instructions and the bid forms. All required explanatory narratives and the supplementary data are to be included with the bid forms as indicated.

- B. Pencil or erasable ink shall not be accepted. Initial all modifications made to bidder's entries and identify the bidder's name on the top right of each page. Liquid or dry correction materials shall not be used.
- C. Failure to comply with the requirements outlined in these solicitation documents may cause the Bid(s) to be incomplete and rejected as non-responsive.
- D. Metro is not obligated to pay for any costs incurred in the preparation and submission of Bids.

#### **IB-08            MODIFIED AND ALTERNATIVE BIDS**

A bid shall be rejected when the bidder imposes conditions that would modify requirements of the solicitation documents.

#### **IB-09            SIGNING OF BIDS**

- A. An authorized signatory shall execute the Bid Letter and all applicable Bid Forms.
- B. If the bidder is a joint venture/partnership, it shall submit with its bid a duly notarized venture/partner-executed irrevocable Power of Attorney that designates one of the ventures as a Management Sponsor along with a signed copy of the Joint Venture/Partnership Agreement. The Management Sponsor shall be empowered to execute the bid on behalf of the bidder and to act for and bind the bidder in all matters relating to the bid. The Power of Attorney shall specifically state that each venture/partner shall be jointly and severally liable for any and all of the duties and obligations of the bidder that is assumed under the bid and under any contract arising there from. The Management Sponsor on behalf of the joint venture/partnership in its legal name shall execute the bid.

#### **IB-10            SUBMISSION AND OPENING OF SEALED BIDS**

- A. The complete bid shall be submitted in a sealed bid envelope with the bidders name and the IFB number clearly marked on the envelope. The envelope must also be clearly marked "Sealed Bid".
- B. Bids submitted to Metro shall be received at the address and place shown in the Letter of Invitation up to the date and time shown therein.
- C. It is each bidder's sole responsibility to ensure that its bid is received as stipulated. The bid opening is a public process and the bidder may attend.

**IB-11****BID EVALUATION PROCESS**

- A. The bid evaluation period shall close upon Metro's completion of its review and evaluation of IFB Documents, including any Good Faith Effort documents submitted. Metro shall not give bidders notice at the completion of bid evaluation. A recommendation for award will be sent to all bidders and bid results will be available on Metro's website.
- B. During the bid evaluation period, staff shall determine if bids are responsive and bidders are responsible. Bids submitted in strict accordance with the solicitation documents will be deemed responsive. A responsible bidder has the apparent ability to meet and successfully complete the requirements of the Contract. Responsibility determination includes, but is not limited to consideration of a bidder's trustworthiness, the quality of past performance, financial ability, and the fitness and capacity to do the proposed Work in a satisfactory manner. Bidder may be required to present further evidence that it has successfully performed similar work of comparable magnitude or provide other proof satisfactory to Metro that it is competent to successfully perform the Work.

**IB-12****DISCREPANCIES IN BID ITEMS**

- A. The bidder shall furnish a price for each individual bid item, unless otherwise stated in the Schedule of Quantities and Prices. Failure to do so may render the bid(s) incomplete and non-responsive and may cause its rejection. The bid shall state the unit prices, the total amount of each bid item, and the "Total Bid Price" for which the bidder proposes to supply the labor, goods, and completely perform the Contract. If the unit price and the extended amount expressed by the bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention. Metro will correct the extended unit price and the Total Bid Price.
- B. Should any unit price be left blank the bid will be considered non-responsive unless the blank item can be calculated from the information available (i.e., unit price can be determined by dividing the total price by the estimated quantity) or is not required as identified in the Schedule of Quantities and Prices.
- C. Should any total price be left blank the bid will be considered non-responsive unless the blank item can be calculated from the information available (i.e., total price can be determined by multiplying the unit price by the estimated quantity).
- D. If any one line item is left blank, and the above situations do not apply, no attempt shall be made to reconcile the amounts. The bid in this case shall be considered non-responsive.

### **IB-13 WITHDRAWAL OF BID (BEFORE BID OPENING)**

The bidder may withdraw its bid before the bid opening without forfeiture of its Bid Guarantee by means of a written request signed by the bidder or its properly authorized representative, clearly identified on the outside of the submittal, as a withdrawal of bid, delivered to the address identified in the Letter of Invitation.

### **IB-14 BID MISTAKES (AFTER OPENING)**

- A. A bidder who seeks to rescind its bid due to a mistake or error in preparation of its bid, shall notify Metro in writing within five (5) business days of public opening.
- B. For public works contracts, bidders alleging mistakes in bids may seek relief in accordance with § 5100, et. Seq. of the California Public Contract Code.

### **IB-15 METRO RIGHTS**

Metro may investigate the qualifications of any bidder under consideration inclusive of, but not limited to, the information provided in the Pre-Qualification Application. Metro may require confirmation of information furnished by the bidder, and require additional evidence of qualifications to perform the Work described in this IFB. Metro reserves the right to:

- A. Reject any or all of the bids, at its discretion, including multiple bids if the multiple bids are prejudicial to the interests of Metro or to other bidders;
- B. Reject any bid that, in the opinion of Metro, is so unbalanced in comparison to other bids received and/or to Metro's internal estimates that it does not accurately reflect the cost to perform the Work;
- C. Cancel the entire IFB;
- D. Issue subsequent IFB's;
- E. Appoint evaluation committees to review bids;
- F. Seek the assistance of outside technical experts to evaluate bids;
- G. Disqualify the bid(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the bidder(s);
- H. Waive any errors or informalities in any bid, to the extent permitted by law; and,
- I. Award a Contract without interviews, discussions, or negotiations, if permitted by the bid process.

## **IB-16 PUBLIC RECORDS ACT**

- A. Responses to this IFB are subject to the provisions of the California Public Records Act (California Code Government Code, §6250 et seq.).
- B. Any documents provided by the Contractor to Metro marked "Trade Secret", "Confidential" or "Proprietary" or any financial records provided by the Contractor to Metro shall be submitted in a separate sealed envelope clearly marked with the bidders name and the IFB number. The envelope must also be clearly marked as applicable, "Confidential", "Proprietary", "Trade Secret", Confidential. Metro will only handle envelopes marked as such, in accordance with the General Condition entitled "Public Records Act."

## **IB-17 COMMUNICATION WITH METRO**

- A. All communications between Metro and the bidders must be in writing.
- B. Written bid communications shall be addressed to the Contract Administrator identified in the Invitation for Bid Letter, direct assistance is available as follows:
  - 1. Pre-Qualification assistance may be obtained by contacting the responsible Pre-Qualification staff noted in the Invitation for Bid Letter.
  - 2. Diversity and Economic Opportunity (DEO) assistance (such as a list of certified firms and the certification status of a particular firm) may be obtained by contacting the responsible party noted in the Invitation for Bid Letter.
- C. Any written correspondence with these support groups should include a copy to the Contract Administrator's attention.

## **IB-18 DISQUALIFICATION OF BIDDERS**

- A. Any person, firm, corporation, joint venture, or other interested party that has been compensated by Metro or a consultant/contractor engaged by Metro for assistance in preparing the IFB Documents and/or estimate shall be considered to have gained an unfair competitive advantage in bidding and shall be precluded from submitting a bid in response to the IFB.
- B. After the IFB is issued, any person, firm, corporation, joint venture, or other interested party that has discussions regarding the IFB with anyone at Metro other than the Contract Administrator may be considered to have gained an unfair competitive advantage. They may be disqualified from this IFB process, except for communications with Metro as stated above in instructions entitled, COMMUNICATIONS WITH METRO.

**IB-19****FILING OF PROTESTS & PROTEST PROCEDURES**

- A. All Protests must be filed and resolved in a manner consistent with the Metro, "PROTEST INSTRUCTIONS" (available for download at <http://www.metro.net/EBB/protest.pdf>).
- B. Appeals related to a Pre-Qualification Denial must be filed in accordance with the Pre-Qualification Appeal entitled Contractor Pre-Qualification Program (available for download at <http://www.metro.net/EBB/PQA/vprequal.htm>).

## SUPPLEMENTAL INSTRUCTIONS TO BIDDERS/PROPOSERS

### 1. BID GUARANTEE

Yes ☒ No ☐

No bid shall be considered unless it is accompanied by an unconditional Bid Guarantee that ensures that the Bidder will, if its bid is accepted, execute a Contract. The guarantee shall be in the amount of 10 percent of the Total Bid Price as defined in the Bid Form entitled SCHEDULE OF QUANTITIES AND PRICES, Section entitled DETERMINATION OF TOTAL BID PRICE. The guarantee shall be in the form of cash (in U.S. dollars), a certified or cashier's check or Bid Bond executed by an admitted surety in the State of California, or any combination thereof. Checks and bonds shall be made payable to the Los Angeles County Metropolitan Transportation Authority.

If a Bid Bond is submitted, it shall be documented on the form furnished by Metro or a legible photocopy thereof. Certified or cashiers checks must be drawn on a solvent state or national bank, or branch thereof, in the State of California.

If the Bidder to whom the award is made fails or refuses to sign a Contract or to furnish the required insurance certificates as defined in Special Provisions entitled SP-09 INSURANCE REQUIREMENTS, bonds as defined below entitled PERFORMANCE AND PAYMENT BOND REQUIREMENTS, and Alcohol-and-Drug-Free Workplace Program as defined in the Alcohol-and-Drug-Free Workplace Manual, the Bid Bond shall be subject to forfeiture to Metro.

The liability of Metro in connection with such Bid Guarantees will be limited to the return of the Bid Guarantees to the successful Bidder after all acts, for the performance of which said security is required, have been fully performed. The remaining Bid Guarantees will be returned after Metro has made an award to the successful Bidder.

### 2. PERFORMANCE AND PAYMENT BOND REQUIREMENTS

Yes ☒ No ☐

Within 10 days after award, but prior to Metro's execution of a Contract for Construction or Furnish and Install (Systems) Services, the successful Bidder shall deliver to Metro an original of the Performance Bond and Payment Bond on the forms supplied by Metro or legible photocopy thereof. The Bonds shall be executed by a surety acceptable to Metro and authorized to issue such bonds in the State of California.

The bond requirements for Furnish Only (Equipment) Contracts are defined in the Special Provisions.

- A. Concurrent with the execution of the Contract, the Contractor shall furnish Metro, at its own expense, a Performance Bond and Payment Bond satisfactory to Metro in the form supplied herein, issued by a surety satisfactory to Metro and authorized to issues such bond in the State of California.



- B. The Performance Bond shall be for 100 percent of the Total Contract Price as a guarantee of good faith and timely performance on behalf of the Contractor that the terms of the Contract shall be complied with in every particular.
- C. The Payment Bond shall be for 100 percent of the Total Contract Price as security for the payment of all obligations arising under the Contract or incurred by reason of performance of the Work and shall meet the requirements of Civil Code Section 3247et seq.

**3. ESCROW OF BID DOCUMENTS**

Yes ☒ No ☐

Bidders submitting bids having a value over \$5 million may be required to submit one copy of all documentary information generated in preparation of the bid prices to Metro within 48 hours after the time of receipt of bids. See the Article entitled ESCROW OF BID DOCUMENTS in the Special Provisions.

**END OF SUPPLEMENTAL INSTRUCTIONS**

## DBE INSTRUCTIONS TO BIDDERS/PROPOSERS AND FORMS (RC-FTA)

### 100 DBE PROGRAM

101 **FEDERAL OBLIGATION:** This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*.

102 **METRO POLICY STATEMENT:** It is Metro's policy to provide equal opportunity for Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, to receive and participate on DOT-assisted contracts. It is also our policy to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. Ensure that Metro's DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT-assisted contracts; and
6. Assist the development of firms that can compete successfully in the market place outside the DBE program.

103 **INTERPRETATION:** Any conflict, error, omission or ambiguity which may arise between these instructions and the federal regulations or the above mentioned DBE Program obligation, shall be resolved first in favor of the federal regulations and second the DBE Program. Failure of an Offeror, its subcontractors, consultants, suppliers or other entities to carry out these requirements may be grounds for Metro to implement administrative penalties or other remedies imposed by Metro.

104 **SUSPENSION OR DEBARMENT:** Suspension or debarment proceedings may be initiated by Metro against any firm that:

1. Attempts to participate in a DOT-assisted program as a DBE and does not meet the eligibility criteria stated in the certification standards for DBE programs; or on the basis of false, fraudulent or deceitful statements; or under circumstances indicating a serious lack of business integrity or honesty.
2. Attempts to use false, fraudulent or deceitful statements, or representations in order to meet its DBE administrative requirements, or uses another firm that does not meet the DBE eligibility criteria stated in the certification standards.

In accordance with 49 CFR Part 26.107 DOT may take action itself through its Fraud and Civil Remedies Program or refer the matter to the Department of Justice for prosecution under appropriate criminal statutes.

Metro may refer any false, fraudulent, or dishonest conduct to the attention of the Department of Transportation in connection with the DBE program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, and/or referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules).

**105**      **METRO OVERALL DBE GOAL:** Metro has established a triennial overall DBE goal for DBE participation. Metro will use both Race-Conscious (RC) and Race-Neutral (RN) measures to achieve its overall goal. To ascertain whether the overall DBE goal is being achieved, Metro will monitor contractor's DBE commitments and will track the payments to all firms (DBE and Non-DBE). .

**106**      **RACE CONSCIOUS (RC) DBE MEASURES:** Includes setting RC DBE contract goals for the participation of DBE groups found in Metro's Disparity Study to have significant statistical disparity. The RC DBE groups are African Americans, Asian Pacific Americans, Native Americans, Hispanic Americans, and Subcontinent Asian Americans.

**107**      **RACE NEUTRAL (RN) DBE MEASURES:** The DBE group(s) that have not been found in Metro's Disparity Study to have significant statistical disparity and cannot be counted toward the RC DBE contract goal, but will be counted as RN DBE participation in accordance with 49 CFR Part 26.

Participation by all DBE groups will be tracked and reported to meet Metro's overall DBE goal.

## **200**      **DBE PARTICIPATION**

**201**      **DBE CONTRACT GOAL:** DBE goals are established based on the analysis of the scope of work, and the availability of DBE firms that are ready, willing, and able to perform. If established, the contract goal is listed in the "Letter of Invitation Supplement (FTA)" contained in the solicitation document.

If a contract goal is not established, Offerors are encouraged to utilize DBE firms when opportunities are available during the performance of the contract. The successful Offeror will be required to report DBE participation throughout the period of performance. DBE participation obtained when a contract goal is not established is counted as RN participation.

**202**      **RESPONSIVENESS TO CONTRACT GOAL:** If a RC DBE contract goal is established for this contract, obtaining the contract goal is a matter of responsiveness. Offerors are required to document sufficient DBE participation to meet the goals, or alternatively, document adequate good faith efforts (GFE). Offerors shall provide the following:

1. Names and addresses of DBE firms that will participate in this contract;
2. Description of the work each DBE will perform;
3. Dollar commitments of each DBE firm participating;
4. Written documentation of the Offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;

5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. Evidence of good faith efforts; upon receipt of Metro's request (refer to Section 400 - GFE Requirements).

**203**      **CONTRACTOR ASSURANCE:** The Offeror makes the following assurance and shall, after contract award, include this assurance verbatim in each subcontract and/or purchase agreement awarded to both DBE and non-DBE subcontractors, suppliers, truckers, and brokers.

Contractors, subrecipients, nor subcontractors shall discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**204**      **DBE COMMITMENT FORMS:** Offerors shall submit with its bid/proposal completed DBE Forms as provided in these Instructions to Bidders/Proposers (See: TABLE 1 – DBE COMMITMENT FORMS).

**DBE FORMS**

**DBE SUBMITTALS**

Submit DBE Forms 1 through 5 with bid/proposal (even if DBE goals were not established).

- |        |  |
|--------|--|
| Form 1 | Proposed Subcontractors & Suppliers            |
| Form 2 | Affidavit                                      |
| Form 3 | Proposed Lower Tier Subcontractors & Suppliers |
| Form 4 | Business Data Sheet                            |
| Form 5 | DBE Affirmation                                |

The Offeror shall provide, as part of its bid/proposal a complete listing of DBE and non-DBE subcontractors that will perform any portion of the work, together with a description of their scope of work and dollar value of their participation.

**205**      **DBE INFORMATION:** Offerors are informed of the following:

1. DBE firms must be certified by the California Unified Certification Program (CUCP) by bid/proposal due date (reference Section D500 DBE Certification Requirements).
2. DBE firms must be certified in the North American Industry Classification System (NAICS) code(s) representing the scope(s) of work listed for DBE credit.
3. DBE firms listed to meet the contract goal must be in the designated RC DBE groups. (See: Section 106 Race Conscious (RC DBE) Measures). Offeror will receive credit toward the contract goal for DBE groups designated as race conscious.
4. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.

5. A DBE joint venture partner must be responsible for performing a clearly defined scope of work. DBE joint venture partners must actually perform, manage and supervise the work with its own forces; and share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
6. DBE firms must perform a commercially useful function, by being responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising at least 30% of the project work with its own workforce (See: Section 301- "Commercial Useful Function").

**206**      **REPLACEMENT OF A DBE FIRM:** Prior to contract award, if an Offeror lists a DBE firm that was denied prequalification, the Offeror shall replace the DBE firm with another DBE subcontractor. The Offeror shall notify the Diversity & Economic Opportunity Department of this occurrence, and shall obtain prior written approval for replacement of the DBE firm. Offeror shall document good faith efforts to replace DBE firm by following the good faith effort steps outlined in Section 400 Good Faith Efforts Requirements.

### **300      COMMERCIAL USEFUL FUNCTION AND COUNTING DBE PARTICIPATION**

**301**      **COMMERCIAL USEFUL FUNCTION:** To receive DBE participation credit towards the DBE contract commitments, DBE firm(s) must perform a commercially useful function (CUF). A DBE must perform at least 30% of its listed work with its own workforce or must not subcontract a greater portion of the work than would be expected on the basis of normal industry practices for that type of work. A DBE performs a CUF when it is responsible for a clearly defined and distinct scope of work. DBE firms must be responsible for the execution of the work and carrying out its responsibilities by actually performing, managing, and supervising the work involved and normal industry practices.

Metro will count DBE participation, for firms performing a CUF, in accordance with 49 CFR Part 26.55. When a DBE participates in a contract, Metro will count only the value of the work actually performed by the DBE toward the DBE contract goal(s).

1. **DBE as the Prime Contractor:** 100% DBE credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies, for a construction contract, obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliates). When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE contract goal(s).
2. **DBE as a Joint Venture Contractor:** 100% DBE credit shall apply to the clearly defined and distinct portion of work performed by the DBE's own workforce.
3. **DBE as a Subcontractor:** 100% DBE credit shall apply to the work performed with the DBE's own forces, including the cost of materials and supplies (does not

include: the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime contractor or its affiliates). Work that a DBE subcontractor subcontracts to a non-DBE firm shall not be credited towards the DBE contract goal.

4. **DBE as a Material Supplier or Broker:**

- a) 60% DBE credit for the cost of the materials or supplies purchased from a DBE regular dealer.
- b) 100% DBE credit for the cost of materials or supplies obtained from a DBE manufacturer.
- c) 100% DBE credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

5. **DBE as a Trucker:** 100% DBE credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed and insured by the DBE must be used on the contract. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. DBE credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company. Metro uses the following six (6) factors in determining whether to count expenditures to a DBE trucking firm, to determine if it is performing a commercially useful function:

- a) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- b) The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
- c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases the trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- e) The DBE may also lease trucks from a non-DBE, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.



- f) For the purposes of determining whether a DBE trucking company is performing a commercially useful function, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

## **400 GOOD FAITH EFFORTS**

**401 GOOD FAITH EFFORTS REQUIREMENTS:** Offerors are reasonably expected to take active and aggressive measures sufficient to meet the DBE contract goal, even if not fully successful. Mere pro forma good faith efforts are not sufficient to meet the DBE contract requirements. Only those efforts made prior to bid/proposal due date shall be considered for GFE evaluation. GFE measures taken by a third party shall not be considered.

**402 GOOD FAITH EFFORTS RESPONSIVENESS:** To determine whether an Offeror who failed to meet the DBE contract goal may be deemed responsive, Metro must determine whether the effort taken to obtain DBE participation satisfies the GFE requirements. Metro will consider the quality, quantity, and intensity of the good faith efforts made by an Offeror.

1. Any of the following conditions constitute failure to meet the contract goal and will require submittal of good faith effort documentation:
  - a. The DBE commitment reflected in the DBE Commitment Forms is less than the DBE contract goal established.
  - b. Firms listed toward meeting the contract goal but are not certified by the bid/proposal due date in the NAICS codes for the listed work to perform and/or not performing a commercial useful function.
2. If the Offeror has not met the stated contract goal, documentation of its GFE shall be submitted to the Contract Administrator in the proper form and upon written request of Metro, within 48 hours of notice.
3. Metro will evaluate each GFE item on a pass/fail basis. Offerors will receive either full or zero (0) points for each GFE item. Offerors must receive a score of 75 – 100 points to pass the GFE requirements. Offerors achieving a passing score of 75 or more points are considered responsive to the GFE requirements. Offerors who receive a score less than 75 points is considered to have failed the GFE requirements.
4. Metro shall notify Offerors in writing whether GFE requirements were met or not met. The notification will explain the basis and include the reasons for the determination. If an Offeror fails GFE, the Offeror will be provided the opportunity for administrative reconsideration of Metro's GFE determination.

**403 RECONSIDERATION:** Offerors shall receive written notification detailing the results of their GFE evaluation. If the Offeror failed to achieve adequate good faith efforts to

meet the established DBE goal(s), they shall have the right to request a Reconsideration Hearing. Hearing procedures include:

1. Right to Reconsideration Hearing: If an Offeror receives notice that they failed GFE requirements, they may request a reconsideration hearing. Hearing requests shall be made in writing, via U.S. Mail or delivery service to Metro, Attn: Karen Gorman, GFE Reconsideration Officer, One Gateway Plaza, Mail Stop 99-11-12, Los Angeles, CA 90012-2952. Requests may also be submitted by facsimile to the Reconsideration Officer's ("RO") fax number at 213.922.2986, provided, however, that requests must be received by the RO within two (2) business days after the date the Offeror receives DEOD notice. The Offeror shall be presumed to have received the notification five (5) days after the date of the DEOD notice letter. The RO shall provide DEOD with a copy of the hearing request.
2. Scheduling of Reconsideration Hearing: Upon receipt of a request for a reconsideration hearing, the RO or his/her designee will contact the Offeror and the DEOD to schedule the hearing. Reconsideration hearings will be held no later than five (5) business days after receipt of the Offeror's request, unless the RO agrees to extend this time period based on good cause. Extensions are disfavored.
3. Decision: The RO will provide a written decision to the Offeror and DEOD within five (5) business days of the hearing, or as soon as possible thereafter. The decision will explain the basis for finding that the Offeror did or did not meet the goal or make adequate good faith efforts to do so. Pursuant to 49 CFR 26.53, the decision is final and not administratively appealable to any other person within Metro, the United States Department of Transportation or any other authority.

**404**     **GOOD FAITH EFFORTS STEPS:** The achievement of good faith efforts (GFE) will be based on evaluation of the following criteria in accordance with 49 CFR Part 26.53 Appendix A.

- (1) ADVERTISEMENT
- (2) NOTIFICATION TO SMALL BUSINESS ORGANIZATIONS/COMMUNITY GROUPS
- (3) SELECT PORTION OF THE WORK TO BE SUBCONTRACTED
- (4) REQUEST FOR PROPOSAL, SPECIFICATION INFORMATION
- (5) SOLICITATION FOLLOW-UP
- (6) ASSISTANCE IN OBTAINING BONDS & INSURANCE
- (7) ATTEND PRE-BID/PRE-PROPOSAL CONFERENCE
- (8) LIST OF SUBCONTRACTORS SUBMITTING BIDS/PROPOSALS
- (9) COMMITMENT OF OTHER OFFERORS

#### **1. ADVERTISEMENT**

**(15 POINTS)**

(Ref: "Attachment A – Sample Advertisement" and complete "Attachment B - Newspaper Advertisement Log")

**Effort:** No fewer than 21 days prior to the bid/proposal opening date, Offerors shall have in place advertisements soliciting sub-bids on this contract from DBE

firm(s). If, due to the bidding/proposal schedule established by Metro, 21 days are not available, advertisements for a shorter reasonable period of time is acceptable. Such advertisements will refer only to bids/proposals for Metro's contract and will specify the categories of work for which subcontracting opportunities exist for this contract. The advertisements will be placed in a minimum of three paid daily or weekly newspapers: Offeror shall advertise in one general newspaper and two advertisements in varied minority and/or women trade association newspapers or other minority and/or women trade focus publications or media that will reach all DBE firms. The advertisements will be in publications or media that can reasonably be expected to reach both women and minority DBE firms that are likely to bid/propose on this contract.

1. The advertisement shall include, at a minimum, the name of the newspaper, company contact person, type of publication, circulation dates of advertisement, project name and number, date of DBE subcontractor bid/proposal or quote due date to the Offeror, Offeror bid/proposal due date to Metro, detailed description of subcontracting work solicited, and time and location where bid/proposal plans, specifications and other documents may be reviewed.
2. The advertisement must further identify Metro as owner, and indicate that the solicitation is in response to Metro's DBE requirements and that the Offeror will provide an equal opportunity to DBEs and that intends to conduct itself in good faith with DBE firms seeking subcontract opportunities for the contract.

**Evidence:** Include a list of advertisements placed, including a copy of the advertisements and/or tear sheets (with authorized media signatures). Metro will closely analyze the tear sheets to verify dates and adherence to requirements.

## **2. NOTIFICATION TO SMALL BUSINESS ORGANIZATIONS AND COMMUNITY GROUPS**

**(5 POINTS)**

**Effort:** Notification must be made to outreach to a minimum of five (5) small business and disadvantaged business organizations and community groups. For assistance, reference the listing of member organizations included in Metro's Transit Business Advisory Council (TBAC) website:  
<http://www.metro.net/about/deod/member-organizations>.

Notification to organizations shall include at a minimum, the items that are required for advertisement under GFE item #1.

**Evidence:** Copies of letters, e-mails, faxes, fax confirmation sheets, telephone logs, etc. used to contact organizations. The documentation must include names of organizations/groups, dates, names of contacts, and telephone numbers. Copies of correspondence received from any of these organizations/groups acknowledging contact by proposer shall be considered in assessing evidence of good faith effort. Evidence of a minimum of five (5) organizations/groups must be attached.

### 3. SELECT PORTION OF THE WORK TO BE SUBCONTRACTED

(10 POINTS)

(Complete "Attachment C – Selected Work Categories Form")

**Effort:** The Offeror shall determine which services it intends to perform with its own work force and those services that it intends to subcontract. Include estimates for each scope of work identified. Offerors must have selected enough subcontracting items to meet the goal. The categories listed must also include subcontracting items identified in Offerors DBE Commitment Forms.

**Evidence:** Documents showing all the work that the Offeror intends to perform with its own work force and all the work that the Offeror has identified for subcontracting/supply should be evidenced on the selected work categories form.

### 4. INVITATION FOR BID/REQUEST FOR PROPOSAL, SPECIFICATIONS AND INFORMATION

(10 POINTS)

(Complete "Attachment G – Sample Letter of Solicitation" and use "Attachment D – Written Solicitation Submittal Form")

**Effort:** Extend written Requests for Bid or Proposal to DBE firms included in the Metro DBE certified list. See "Guidelines for Contacts for Various Work Categories" following Evidence #4 in this section. Solicitation letters shall be mailed, emailed or sent no fewer than 21 days prior to the bid/proposal due date. If, due to the schedule established by Metro, 21 days are not available, a mailing providing a shorter reasonable period of notice is acceptable.

**Evidence:** Names, contact persons, addresses, phone numbers, and dates of all DBE firms solicited at least 10 days prior to bid/proposal due date and by what means (certified letters, fax, phone, emails, etc.). Copies of the solicitation letters must be included. Only certified DBE firms will be taken into consideration. Offerors notifications shall:

1. Clearly identify portions of the work to be subcontracted, and offer to break down any portion of the work into economically feasible units in order to facilitate DBE participation.
2. Identify if there is a bond requirement for subcontractors for this contract and specify requirements.
3. Offer assistance with regard to bonding requirements and insurance requirements, where applicable, and/or financing (e.g., lines of credit), specifying the type of assistance that the Offeror is offering. Assistance may include, but is not limited to the following:
  - a. Contact bonding and/or insurance companies on behalf of DBEs.
  - b. Arrange with sureties incremental or phased bonding for the DBEs. and/or pay for the cost of the bond or insurance
  - c. Waive bond or other requirements.

- d. Refer DBEs to Business Development Centers or other resource agencies, which may assist DBEs in obtaining bonding, insurance, or lines of credit.
  - e. Offer to make plans and specifications available to DBEs at reasonable hours for viewing, copying, or borrowing and provide a list containing the location of plan rooms.
4. When complying with the guidelines for contacting an adequate number of DBE firms, Offerors shall use Metro's DBE certified list included in the solicitation. As an additional resource, Offerors may obtain a listing from the CUCP directory. Prior to obtaining any additional listings, Offeror shall first use Metro's CUCP listing of certified firms. Offerors shall ensure that all DBE firms listed shall be certified under NAICS codes applicable to the scopes of work associated with the project. Additional DBE listings, not included in the solicitation, must be included in the Offerors good faith efforts response.

**Note:** Determination of an adequate number of DBE's contacted shall depend on the number of DBEs available in each of the NAICS code work categories.

<b>Guidelines for Contacts for various Work Categories:</b>	
Number of DBEs Identified	Guidelines for number of DBEs to Contact
1 - 50	Contact 50% of all listed DBEs
51 - 199	Contact 50% of all listed DBEs
200 or more	Contact 40% of all listed DBEs

## 5. SOLICITATION FOLLOW-UP

(15 POINTS)

(Complete Attachment E – Solicitation Follow-up Log)

**Effort:** Offerors shall follow up initial solicitations of DBE sub-bids/proposal and quotes no later than 10 days after the mailing of the initial solicitation letters. Follow-up must be with same firms solicited from the Metro DBE certified list. The follow-up will be conducted by someone familiar with the project and capable of answering questions from potential DBE subcontractors. If, due to the schedule established by Metro, 10 days are not available between the mailing of the solicitations and the bid/proposal due date, follow-up shall occur within a shorter reasonable period of time. Follow up communication may be conducted via orally or email. Oral communication must be followed up with email for documentation.

**Evidence:** Follow-up must be done with a minimum of 75% of the initial solicitations to certified DBEs. Such follow-up activity must be documented by telephone logs or other written documentation which provide, at a minimum, the following information:

1. Type of contact, e.g., telephone call, visit, email, letter.

2. Name and position of person who made contact on behalf of the Offeror.
3. Name and address and/or email of firm contacted.
4. Name and position of person contacted, telephone number, and date of contact.
5. The response from the firm contacted with regard to its interest in submitting a sub-bid.
6. Email return receipts to document successful delivery to DBE subcontractors and, in the case of returned email correspondence, documentation from the mail server that the email was undeliverable.
7. Follow-up, if any, to the assistance offered in the initial solicitation letter with regard to breakdown of work into economically feasible units, bonding, insurance, lines of credit, and plans and specifications.

#### **6. ASSISTANCE IN OBTAINING BONDS AND INSURANCE (5 POINTS)**

**Effort:** Assist DBE firms in obtaining bonding and insurance. The maximum points given if bonding and insurance is not required.

**Evidence:** Includes a description of assistance provided by Offeror to DBEs in obtaining bonding and insurance.

#### **7. ATTENDANCE AT PRE-PROPOSAL CONFERENCE (10 POINTS)**

**Effort:** Attendance at the Pre-Bid / Pre-Proposal Conference scheduled by Metro. Each Offeror is strongly encouraged to attend the pre-bid/proposal meetings to be informed of the DBE requirements for this contract and provides an opportunity for Offerors to meet, network and outreach to DBE firms. Regardless of whether an Offeror attends the meeting, the Offeror assumes responsibility for being informed and complying with DBE and GFE requirements.

**Evidence:** Name and date of person(s) attending (verified by conference sign-in sheet).

#### **8. LIST OF SUBCONTRACTORS SUBMITTING BIDS/PROPOSALS (15 POINTS)**

(Complete Attachment F – List of All Firms/Solicitation Responses Received)

**Effort:** The Offeror negotiated in good faith with DBEs and did not unjustifiably reject bids/proposals prepared by any DBE. For each DBE contacted who declined to bid, the reason provided by the DBE for declining to bid. If the reason cited relates to bonding, financing or insurance, or requested further breakdown of the work the Offeror must provide documentation describing in detail the assistance offered by the Offeror to the DBE.

**Evidence:** Names, addresses, dates, contact person, phone numbers, and emails of all subcontractors DBE and non-DBE firms who submitted bids/proposals and copies of all proposals including telephone bids for all work categories identified in GFE item #3. Identify number of total bids, proposal or quotes received for each work category and corresponding number from DBE firms. Indicate reason for your choice of subcontractor(s). Submit written (e.g. emails, letters or faxes)



documentation evidencing good faith negotiations between subcontractor and Offeror. Only significant price differences (10% or more) between selected subcontractor/supplier, rejected DBE and prime contractors are valid cause for rejecting bid/proposals. Offerors must have selected enough subcontracting item to meet the goal.

**9. COMMITMENT OF OTHER OFFERORS (15 POINTS)**

**Effort:** In determining whether an Offeror has made good faith efforts, Metro will take into account the performance of other Offerors in meeting the contract goal. If an apparent successful Offeror fails to meet the contract goal, but others meet it, Metro will reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the goal. If the apparent successful Offeror fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Offerors, Metro may view this, in conjunction with other factors, as evidence of the apparent successful Offeror having made good faith efforts.

**Evidence:** Metro will review the Offerors efforts in conjunction with other factors, such as contract goal, DBE commitments, and good faith efforts made by other Offerors.

**405**    **GOOD FAITH EFFORTS DOCUMENTATION FORMS:** The following GFE documentation forms shall be in the Offeror's efforts to meet good faith criteria:

ATTACHMENT A - SAMPLE ADVERTISEMENT

ATTACHMENT B - NEWSPAPER ADVERTISEMENT LOG

ATTACHMENT C - SELECTED WORK CATEGORIES FORM

ATTACHMENT D - WRITTEN SOLICITATION SUBMITTAL FORM

ATTACHMENT E - SOLICITATION FOLLOW-UP LOG

ATTACHMENT F - LIST OF ALL FIRMS/SOLICITATION RESPONSES RECEIVED

ATTACHMENT G - SAMPLE LETTER OF SOLICITATION

**ATTACHMENT A - SAMPLE ADVERTISEMENT**

**DBE SUBCONTRACTORS/SUPPLIER BIDS  
REQUESTED**

**CONTRACT NO. B234  
WINDOW INSTALLATION, LOS ANGELES, CA.**

**BID/PROPOSAL SUBMITTAL DATE: DECEMBER 29, 20xx @ 2:00 PM**

**OWNER: LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
(METRO)**

**PERFORMANCE/PAYMENT/SUPPLY BOND MAY BE REQUIRED**

**THIS ADVERTISEMENT IS IN RESPONSE TO METRO'S DBE PROGRAM. LA CORP.  
INTENDS TO CONDUCT ITSELF IN "GOOD FAITH" WITH DBE FIRMS REGARDING  
PARTICIPATION ON THIS PROJECT. DRAWINGS AND SPECS WILL BE REVIEWED IN  
OUR OFFICE MONDAY THROUGH FRIDAY, 8:00 AM TO 5:00 PM. QUOTES ARE  
REQUIRED BY COB, DECEMBER 25, 20xx, SO THAT ALL BIDS CAN BE FAIRLY  
EVALUATED. PLEASE SUBMIT BIDS FOR THE FOLLOWING WORK (BUT NOT LIMITED  
TO): SIGNS, TRACK CONSTRUCTION, TIMBER TIES, BALLAST, APPURTENANCES, RAIL  
WELDING, A.C. PAVING, REINFORCING STEEL, SUPPLY PORTLAND CEMENT,  
CONCRETE PUMPING, METAL FABRICATIONS AND ELECTRICAL.**

**CONTACT: JOE DOE, PROJECT MANAGER - LA CORP.  
134 MAYFLOWER AVE, LOS ANGELES, CA 90343  
213/555-5555 FAX 213/555-5555**

**ATTACHMENT B - NEWSPAPER ADVERTISEMENT LOG**  
(Attach copies of ads)

<b>Newspaper</b>	<b>Phone No.</b>	<b>Type of Publication Minority/General/Trade</b>	<b>Circulation</b>	<b>Dates of Advertisement</b>

## ATTACHMENT C - SELECTED WORK CATEGORIES FORM

Work Categories	Type of Bid (Subcontractor/Supplier)	Offeror's Estimated Budget	Percentage of Contract	Additional Comments
Offeror:	Indicate work Offeror intends to self-perform with its own workforce:			

**ATTACHMENT D - WRITTEN SOLICITATION SUBMITTAL FORM**  
**Attach copy of Solicitation Letter**

Please check one:

- ☐ I've attached a list of solicitations\*
- ☐ Refer to log below

Date Sent	Name of DBE Firm	Contact Person	Email and/or Phone Number	Work Category

\* If attaching list of solicitations, the list must contain same information required on the log.



ATTACHMENT E - SOLICITATION FOLLOW-UP LOG

Date and Time	Follow-up Method	Name of DBE Firm	Contact Person	Email and/or Phone No.	DBE Response	Bidding Yes/No	Date Bid Received

**ATTACHMENT F - LIST OF ALL FIRMS/SOLICITATION RESPONSES RECEIVED**  
**for**  
**METRO - PROJECT NAME AND NUMBER**

<b>Name of Subcontractor/Supplier/ Broker/Regular Dealer</b>	<b>Address</b>	<b>Email and/or Phone</b>	<b>Category of Work</b>	<b>Amount</b>	<b>Lowest Bidder, will award contract</b>	<b>Reasons for rejecting</b>

## ATTACHMENT G - SAMPLE LETTER OF SOLICITATION

Date

DBE Firm  
Address  
City, State, Zip

ATTN: Chief Estimator

Project: B234, Trackwork Installation  
Owner: Metropolitan Transportation Authority  
Bid/Proposal Due Date: December 29, 20xx at 2:00 p.m.

We are bidding the above project as a prime contractor and would appreciate quotes from DBEs who are currently certified with metro for the following services and/or materials:

Clearing and Grubbing	Signal & Lighting
Excavation	Fencing
Backfill	Construction Area Signs
Landscaping	

Plans and specifications are available for inspection at our office or at a local plan room (give name and location of alternate plan rooms, if available). Should you need any assistance in obtaining bonding or insurance, please feel free to call us. DBE firms are also referred to the Small Business Administration (SBA) and/or the Federal Department of Transportation (DOT) Bond Assistance Programs.

We are an Equal Opportunity Employer and, as a matter of policy, encourage the participation of Small Business Enterprises.

All DBE firms must be certified by the bid/proposal due date and must provide our office with a copy of your DBE certification to include with the bid/proposal. Should you have any questions regarding metro's certification process, contact metro's certification Hotline at (213) 922-2600.

We will be contacting you by phone regarding this project, but feel free to contact us at (phone number) or by fax (phone number).

Yours truly,

Mr. Jim Mason  
Chief Estimator

## **500 DBE CERTIFICATION**

**501 CERTIFICATION REQUIREMENTS:** A firm only holding a current DBE certification issued by a certifying agency in the California Unified Certification Program (CUCP) may participate in the Metro DBE Program. Firms listed by Offerors to meet DBE contract goal(s) must be certified by bid/proposal due date. Metro has a responsibility to ensure that eligible DBE firms participate in Metro's contracting. If not, firm's participation may not be counted toward the Offeror's DBE commitment. Offerors shall ensure DBE firms are certified in the North American Industry Classification System (NAICS) codes for the work in which the DBE firm is listed to perform and for which the Offeror seeks DBE credit towards its DBE commitment. Certification as a Metro DBE firm, means the firm met the DBE certification requirements and eligibility standards of the CUCP in accordance with 49 CFR Part 26 –Subpart D Certification Standards as followed by the CUCP. These standards and procedures are described in detail in the Certification Instructions, provided with the Application for Certification. Interested individuals or companies seeking certification will start the process by obtaining a copy of the DBE Application and Instructions.

## **502 DBE CERTIFICATION ELIGIBILITY:**

1. Each applicant for DBE certification must prove to Metro's Certification Unit, by a preponderance of the evidence, that the applicant meets the criteria of social and economic disadvantaged, business size, ownership and control.
2. Certifications with respect to economic disadvantage, including signed statements of personal net worth and supporting documentation are required. If an individual's Statement of Personal Net Worth shows that the individual's personal net worth exceeds \$1.32 million the individual's presumption of economic disadvantage is rebutted and the person is not qualified to be a SBE owner.
3. The applicant firm can only be an eligible DBE, if the firm is an existing small business and including its affiliates, has had average gross receipts over the previous three years of less than \$22.41 million or as adjusted for inflation by the US Secretary of Transportation.
4. A firm's ownership by at least 51-percent majority owned by socially and economically disadvantaged individuals and must be real, substantial and continuing, going beyond pro forma ownership of the firm as reflected in merely the ownership documents but possess the power to control the firm's management and policies.
5. The firm must be independent and not depend on its relationship with another firm or firms to be viable.

**503 VERIFY THAT DBE CERTIFICATION IS CURRENT:** Offerors shall confirm the DBE certification status of listed DBE firms. To verify status of firms, for additional certification information, questions and to obtain a certification application, Offerors or other interested parties may contact the Metro Certification Unit via email at [CertificationUnit@metro.net](mailto:CertificationUnit@metro.net) and by calling the DEOD Hotline at (213) 922-2600.

Requests for verification of a firm's DBE certification status, granted by Metro, can also be sent by fax to (213) 922-7660. It is recommended that verification be made within 72 hours of the bid/proposal due date. Offerors shall include in its bid/proposal a copy of the DBE certification letter for each DBE firm listed. The letter serves to assist in verifying a firm's eligibility.

## **600 CONTRACT COMPLIANCE**

**COMPLIANCE MONITORING:** Metro will monitor the Contractor's compliance with the DBE Program and administrative requirements for this contract as provided in the Contract Compliance Manual Federal incorporated into the executed contract.

**TABLE 1 - DBE COMMITMENT FORMS**

Form No.	Form Name	To Be Completed By		DBE Form Submittals
		Offeror (Includes DBE Primes)	All Subcontractors/Suppliers	
Form 1	Proposed List of Subcontractors & Suppliers	<input checked="" type="checkbox"/>		<b>Required</b>
Form 2	DBE Affidavit	<input checked="" type="checkbox"/>		<b>Required</b>
Form 3	DBE Proposed lower tier subcontractors & suppliers		<input checked="" type="checkbox"/>	<b>Required</b>
Form 4	Business Data Sheet	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Required</b>
Form 5	DBE Affirmation (Only if subcontracting with DBE business)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Required</b>

- The Offeror is required to complete and submit DBE Forms 1, 2 and 4. The Offeror and each DBE subcontractor are required to complete and submit Form 5.
- All Subcontractors/Suppliers are required to complete and submit Form 3 (if they are subcontracting) and Form 4. Subcontractors and Suppliers are required to complete and submit Form 5 if subcontracting with a DBE business.

**NOTE:** Offerors are required to utilize Race Conscious (RC) DBE firms in the performance of this project. RC DBEs are ethnic groups that have been identified as statistically and significantly underutilized. These groups include: African Americans, Asian Pacific Americans, Native Americans, Hispanic Americans, and Subcontinent Asian Americans. ONLY RC DBEs listed in the Offeror's bid or proposal will be counted towards the contract goal.

Metro will achieve its overall DBE goal using race conscious and race neutral measures in accordance with the US Department of Transportation DBE Program Rule 49 Code of Federal Regulations, Part 26. Race Neutral (RN) DBEs include non-minority women.



# FORM 1 – PROPOSED LIST OF SUBCONTRACTORS AND SUPPLIERS

## TO BE COMPLETED BY OFFEROR

Offerors are required to list ALL (DBE and Non-DBE) first-tier subcontractors. Offerors are required to utilize Race Conscious (RC) DBE firms in the performance of this project. RC DBEs are ethnic groups that have been identified as statistically and significantly underutilized. These groups include: African Americans, Asian Pacific Americans, Native Americans, Hispanic Americans, and Subcontinent Asian Americans. ONLY RC DBEs listed in the Offeror's bid or proposal will be counted towards the contract goal. Metro will achieve a percentage of its overall goal utilizing race neutral measures. Race Neutral (RN) DBEs include non-minority women.

Completion of this form and Form 4 (Business Data Sheet) fulfills the requirements of the California Subletting and Subcontracting Fair Practices Act.

1. Offeror's Name: \_\_\_\_\_ 2. Project Name: \_\_\_\_\_  
3. Total Bid Price: \_\_\_\_\_ 4. Bid Due Date: \_\_\_\_\_

	A	B	C	D	E	F	G
	NAME OF OFFEROR AND ALL SUBCONTRACTORS ( 1 <sup>ST</sup> TIER)	DESCRIPTION OF WORK	<b>SUBCONTRACTORS:</b> C = Consultant Or Contractor S = Supplier <sup>1</sup> M = Manufacturer B = Broker <sup>1</sup> T = Trucker	BID PRICE	BID PRICE FOR RC DBE FIRMS (Race Conscious participation)	BID PRICE FOR OTHER DBE FIRMS (Race Neutral Participation)	TOTAL DBE BID PRICE (COL # E + F)
Offeror			Prime's \$ Amount with its own workforce →			\$	\$
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9. TOTAL BID PRICE (Should equal Line #3 above)				→	\$	\$	\$

<sup>1</sup>If a RC DBE or RN DBE firm listed in column D and E are regular dealers, enter 60% of the bid price in column G. If a RC DBE or RN DBE firms listed in column D and E are brokers, enter the total amount of the fees and/or commissions charges in column G. If a DBE business is listed to provide materials/supplies, only sixty-percent (60%) of the cost for materials/supplies will be counted toward the DBE.

## FORM 2 – DBE AFFIDAVIT

TO BE COMPLETED BY OFFEROR ONLY

### Part A: DBE GOAL DECLARATION

☐ **RC DBE GOAL ACHIEVED**

The Offeror declares to the best of its knowledge, information and belief that by its efforts, it ACHIEVED a level of participation greater than or equal to the goal established for RC DBE participation.

The level achieved is \_\_\_\_\_ percent (\_\_\_\_\_ %)

☐ **RC DBE GOAL NOT ACHIEVED**

The Offeror declares to the best of its knowledge, information and belief that while it made efforts to achieve the RC DBE participation goal, it DID NOT ACHIEVE a level of RC DBE participation greater than or equal to the goal established for RC DBE participation.

The level achieved is \_\_\_\_\_ percent (\_\_\_\_\_ %)

While the Offeror did exert efforts to achieve the goal, it was not successful. The Offeror certifies that, if requested, evidence of good faith efforts (GFE) will be submitted within forty-eight (48) hours of Metro's written request.

**DO NOT INCLUDE EVIDENCE OF GOOD FAITH EFFORTS WITH BIDS/PROPOSALS**

### Part B: SIGNATURE

Executed on: \_\_\_\_\_, 20\_\_\_\_\_, at, \_\_\_\_\_, \_\_\_\_\_  
Date City State

Business Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

# FORM 3 - PROPOSED LOWER TIER SUBCONTRACTORS & SUPPLIERS

TO BE COMPLETED BY ALL SUBCONTRACTORS

Project Name: \_\_\_\_\_

IFB/RFP #: \_\_\_\_\_

All subcontractors listed on Form 1 that are subcontracting work are requested to list ALL (DBE and Non-DBE) lower tier subcontractors. Offerors are required to utilize Race Conscious (RC) DBE firms in the performance of this project. RC DBEs are ethnic groups that have been identified as statistically and significantly underutilized. These groups include: African Americans, Asian Pacific Americans, Native Americans, Hispanic Americans, and Subcontinent Asian Americans. ONLY RC DBEs listed in the Offeror's bid or proposal will be counted towards the contract goal. Metro will achieve a percentage of its overall goal utilizing race neutral measures. Race Neutral (RN) DBEs include non-minority women. Completion of this form and Form 4 (Business Data Sheet) fulfills the requirements of the California Subletting and Subcontracting Fair Practices Act.

1. Subcontractor (Sub.): \_\_\_\_\_

2. Prime's Name: \_\_\_\_\_

3. Total Bid Price: \_\_\_\_\_

Lower Tier Subcontractors

	A	B	C	D	E	F	G
	NAME OF SUBCONTRACTOR AND ALL LOWER TIER SUBCONTRACTORS	DESCRIPTION OF WORK	<b>SUBCONTRACTORS:</b> <b>C</b> = Consultant Or Contractor <b>S</b> = Supplier <sup>1</sup> <b>M</b> = Manufacturer <b>B</b> = Broker <sup>1</sup> <b>T</b> = Trucker	BID PRICE	BID PRICE FOR RC DBE FIRMS (Race Conscious participation)	BID PRICE FOR RN DBE FIRMS (Race Neutral Participation)	TOTAL DBE BID PRICE (COL # E + F)
Subs			Your business' \$ Amount	\$	\$	\$	\$
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9. TOTAL BID PRICE (Should equal Line #3 above)				\$	\$	\$	\$

<sup>1</sup>If a RC DBE or RN DBE firm listed in column D and E are regular dealers, enter 60% of the bid price in column G. If a RC DBE or RN DBE firm listed in column D and E are brokers, enter the total amount of the fees and or commissions charges in column G. If a DBE business is listed to provide materials/supplies, only sixty-percent (60%) of the cost for materials/supplies will be counted toward the DBE.

# FORM 4 - BUSINESS DATA SHEET

Page 1 of 2

TO BE COMPLETED BY OFFERORS AND ALL SUBCONTRACTORS LISTED ON FORM 1 AND FORM 3

Completion of this form, Form 1, and Form 3 fulfills the requirements of the California Subletting & Subcontracting Fair Practices Act.

## Part A: Business Data

1. Business Name: \_\_\_\_\_
2. Business Address: \_\_\_\_\_  
Street City State Zip
3. Mailing Address: \_\_\_\_\_  
(If different from above) PO. Box or Street Address City State Zip
4. County (and State) Business is located in: \_\_\_\_\_ ( \_\_\_\_\_ )  
State
5. Name of Owner: \_\_\_\_\_  
Name Title
6. Owner'(s) Ethnicity: \_\_\_\_\_
7. Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_
9. Email Address: \_\_\_\_\_
8. Fax: ( ) \_\_\_\_\_ - \_\_\_\_\_
10. Age of Business: \_\_\_\_\_ Years \_\_\_\_\_ Months
11. If your business requires a license, complete below:
  - a. License Type \_\_\_\_\_
  - b. License # \_\_\_\_\_
  - c. Expires on \_\_\_\_\_
12. Business Annual Gross Receipts:
  - a. ☐ Less than \$500,000
  - b. ☐ \$500,000 to \$1,000,000
  - c. ☐ \$1,000,000 to \$2,000,000
  - d. ☐ \$2,000,000 to \$5,000,000
  - e. ☐ Over \$5,000,000

## Part B: DBE CERTIFICATION STATUS

13. Is your business currently a DBE? Yes ☐ No ☐  
If "YES," attach a copy of your DBE Certification Letter and check all appropriate boxes below:

	DBE	Non-DBE
a. Certified by the California Unified Certification Program (CUCP)?	<input type="checkbox"/>	<input type="checkbox"/>
b. Certified by an organization outside of California?	<input type="checkbox"/>	<input type="checkbox"/>
c. Name of Certifying Agency: _____		
14. Is your business currently participating in a Joint Venture? Yes ☐ No ☐  
If "YES," a copy of the Joint Venture Agreement must be attached to this Form.
15. Name of Joint Venture and Partners. Is this business currently a certified DBE?

	DBE	Non-DBE
a. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		
b. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		
c. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		

**DBEs must attach a copy of current certification.**

**Part C: Work Descriptions**

16. RFIQ, IFB, or RFP #: \_\_\_\_\_

17. Provide complete description of scope of work, services, and materials to be performed or furnished<sup>1</sup>:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAICS: \_\_\_\_\_

18. Will your business provide trucking company services on this project? Please mark one: Yes ☐ No ☐

**If marked YES, please complete items a. to c. below. If answered NO, answer "Not Applicable."**

- a. How many trucks does your company own? \_\_\_\_\_  
b. How many trucks does your company lease? \_\_\_\_\_  
c. How many trucks are registered to your company? \_\_\_\_\_

**Part C: Signature**

**The authorized signer declares that the information on this form and any attachments, are current, complete and accurate.**

Business Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
Signature of Director, Officer, General Partner or similarly situated Principal of the Business

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## FORM 5 - DBE AFFIRMATION

TO BE COMPLETED BY OFFEROR AND AFFIRMED BY DBE SUBCONTRACTORS

Offeror and DBE subcontractors, at any tier level, are required to complete this form and affirm that DBEs subcontractors will be utilized consistent with the level of participation referenced on the Form 1 (Proposed List of Subcontractors & Suppliers) and Form 3 (DBE Proposed Lower Tier Subcontractors & Suppliers). Offeror and DBE subcontractors must sign this form attesting to the accuracy of the information provided.

1. RFP/IFB Number: \_\_\_\_\_
2. Project Name \_\_\_\_\_
3. Name of the Prime: \_\_\_\_\_
4. Business Address: \_\_\_\_\_  
Street City State Zip
5. Name of Proposed DBE Business: \_\_\_\_\_
6. Business Address: \_\_\_\_\_  
Street City State Zip
7. Total DBE Dollars Committed: \$ \_\_\_\_\_  
(Amount should match \$ Amount listed for this business on Form 1 or Form 3)
8. Identify the scope of work to be performed by DBE subcontractor and provide applicable Northern America Industry Classification System (NAICS) code(s): <<http://www.census.gov/eos/www/naics/>>  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
NAICS: \_\_\_\_\_

### **Affirmation:**

Signatures of the authorized representatives of the Offeror and the DBE business below, represents the commitment by both parties. A formal subcontract agreement between the Offeror and the DBE subcontractor shall include the scope(s) of work and monetary commitment referenced above. DBE commitments in this document shall be a condition of contract award.

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Name of DBE Business

\_\_\_\_\_  
Authorized Signature of Business

\_\_\_\_\_  
Authorized Signature of DBE Business

\_\_\_\_\_  
Typed or Printed Name of Signee

\_\_\_\_\_  
Typed or Printed Name of Signee

\_\_\_\_\_  
Title of Signee

\_\_\_\_\_  
Title of Signee

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **SECTION 4 – PRE-QUALIFICATION DOCUMENTS**

This page is intentionally blank



**Los Angeles County  
Metropolitan Transportation Authority**

**CONTRACTOR PRE-QUALIFICATION APPLICATION**

---

**Construction Related Projects**

If this Application is being submitted in response to a Request For Proposal (RFP), Invitation For Bid (IFB), or other procurement action, please reference the RFP or IFB name and number in the spaces provided below.

If this Application is not in response to a specific contracting action and is being submitted for general purposes, please write "GENERAL" in the "Name of Procurement" space.

Westside Subway Extension Project  
**Name of Procurement:** Advanced Utility Relocations (La Cienega Station)

**RFP or IFB Number:** C1056

**Name of Applicant Firm:** \_\_\_\_\_

**Date Submitted:** \_\_\_\_\_

**Preparer's Name:** \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE APPLICATION  
READ THE INSTRUCTIONS  
BEFORE FILLING OUT THE QUESTIONNAIRE**

## PRE-QUALIFICATION APPLICATION INSTRUCTIONS

1. This is a Pre-Qualification Application for the Los Angeles County Metropolitan Transportation Authority (LACMTA). There are two different applications to be used for firms seeking contracts of \$100,000 or greater with the LACMTA.
2. **Which application should you use?** Use the Construction Related Projects application if you are a construction company that will be bidding on any type of construction work. Use the Other than Construction Projects application if you are an engineering firm, consultant, legal firm, product vendor, or other business entity seeking a contract with the LACMTA for the furnishing of goods or services.
3. The application should be completed by a person in the firm who is knowledgeable of and duly authorized to attest to the past and present operations of the firm and its policies. A corporate officer of the firm, owner or partner, as appropriate, must sign the Pre-Qualification Certification form (or Validation form if the firm is already approved).
4. All questions must be answered completely and any Yes answers must be fully explained. Disclaimers, general statements with global qualifications, or notations of Not Applicable (N/A) are not acceptable. Please note that a Yes answer to any question does not automatically result in denial of pre-qualification for a particular procurement.

## DEFINITIONS

1. **Affiliate** is defined as any one of the following: (1) any Firm other than Applicant Firm which owns 25% or more of Applicant Firm, such as parent companies or holding companies; (2) a subsidiary or a Firm in which Applicant Firm owns 25% or more; (3) a Firm in which a major stockholder or owner of Applicant Firm owns controlling interest; (4) a Firm with which Applicant Firm has or has had an unseverable business or professional identity, and (5) any permanent or temporary common business enterprise relationship in which the parties share operating responsibility and profits such as joint ventures.
2. **Key Person** – For purposes of pre-qualification a key person is (1) any person in Applicant Firm who owns 10% or more of the Firm and/or those who make decisions with respect to its operations, finances, or policies, such as the President, CEO, CFO, COO, and, in the case of partnerships, the General Partner(s); (2) Corporate Secretaries and Treasurers, as well as Directors, if they meet criteria #1, above; (3) Division or Regional Business Managers who operate away and independently from the Applicant Firm, but only if the division or regional office is bidding directly with the LACMTA.

## APPLICATION SUBMITTAL

Do not submit applications with bid or proposal, mail or deliver them to:

LACMTA Pre-Qualification Office  
Mail Stop 99-9-1  
One Gateway Plaza  
Los Angeles, CA 90012-2952

**If you have questions, call the Pre-Qualification Office at (213) 922-4130.**

Applicant Firm: \_\_\_\_\_  
Tax ID No. or SSN: \_\_\_\_\_

## SECTION I: IDENTIFICATION

### 1. Identification Of Applicant Firm

A. \_\_\_\_\_  
Name of Applicant Firm

B. \_\_\_\_\_  
Address City State Zip Code

C. \_\_\_\_\_  
(Mailing Address, if different from above)

D. \_\_\_\_\_  
(If doing business with the LACMTA under a DBA or other name, include legal name of the company and Tax ID No., if different)

E. Primary Company Telephone No. ( ) \_\_\_\_\_ Fax No. ( ) \_\_\_\_\_

F. Applicant Firm's Contact Person for Pre-Qualification Office follow-up:

Print or Type Name	Position	E-Mail	Telephone Number
--------------------	----------	--------	------------------

G. Has the Applicant Firm changed its address or has the Firm or its owner operated under any other name(s) including other DBAs in the past five years? If yes, explain fully on a separate sheet of paper.  
☐ No ☐ Yes

H. Type of business organization: \_\_\_\_\_

YEAR organization established: \_\_\_\_\_ NUMBER of current employees: \_\_\_\_\_

☐ Sole Proprietor ☐ Corporation  
[Date and State of Incorporation \_\_\_\_\_]

☐ Limited Liability Corporation (LLC)  
(Date and State of Incorporation \_\_\_\_\_)

☐ Limited Partnership (LP) ☐ Limited Liability Partnership (LLP)

☐ General Partnership (GP)

[Date and State of Partnership filing \_\_\_\_\_]

☐ Other (describe) \_\_\_\_\_

Applicant Firm: \_\_\_\_\_  
Tax ID No. or SSN: \_\_\_\_\_

- I. List general type of business in which Applicant Firm is engaged (may include more than one).  
Attach copies of business licenses, if appropriate:

---

---

- J. List type of product or service to be provided to the LACMTA.

---

---

## SECTION II: OWNERSHIP/MANAGEMENT, PROJECT TEAM MEMBERS, AND RELATED ENTITIES

### 1. Owners/Key Persons

List Owners and Key Persons of Applicant Firm. For large publicly traded companies, list only Key Persons. (See DEFINITIONS for clarification if necessary.)

Full Legal Name	Title	Social Security No. (last four digits only)	% Of Ownership

[Use additional sheets if necessary]

### 2. Related Entities (Affiliates/Subsidiaries/Joint Ventures)

- A. List Affiliates, subsidiaries, holding companies, joint ventures, etc., of Applicant Firm. If no affiliates, state NONE. N/A is not an acceptable answer. Provide organizational, geographical or functional chart, if it would assist in clarifying the line(s) of authority. (See DEFINITIONS for clarification if necessary.)

Affiliate Name & Address	Tel. #	% Owned	Top Executive's Name	*Type of Relation

\*Type of Relationship: 1. Joint Venture (JV), 2. Parent Co (PC), 3. Holding Co (HC), 4. Subsidiary (S), 5. Other (O), please explain.



Applicant Firm: \_\_\_\_\_  
 Tax ID No. or SSN: \_\_\_\_\_

- B. At any time during the past five years have any Owners or Key Persons of Applicant Firm (if yes, explain fully):
1. Served as Key Person, Officer or Director, in any other Firm not affiliated with applicant Firm? If so, please explain in a separate sheet.  
☐ No ☐ Yes
  2. Had any ownership interest in any other Firm other than shares of publicly owned companies? If so, please explain in a separate sheet.  
☐ No ☐ Yes

### SECTION III: CONTRACTING HISTORY

#### 1. Contracting History

- A. List the applicant Firm's three largest government contracts, subcontracts, or sales. If none, list the three largest contracts with non-governmental entities.

	Contract #1	Contract #2	Contract #3
Agency/Owner			
Contract No.			
Name/Location			
Describe Goods or Services Furnished			
Were you a Prime or Subcontractor?			
Start Date/Complete Date			
Contract Amount			
Agency/Owner Contact to Verify (Name/Telephone No.)			

NOTE: ANY "YES" ANSWERS BELOW MUST BE FULLY EXPLAINED ON A SEPARATE SHEET OF PAPER AND ATTACHED TO THIS APPLICATION.

- B. Is the applicant Firm currently certified by the LACMTA or other public agency as a disadvantaged business entity, minority, or woman-owned business?  
☐ No ☐ Yes
- C. During the past five years, has Applicant Firm or any of its Key Persons had any certificates or certifications revoked or suspended, including disadvantaged-, minority-, or woman-owned business certifications?  
☐ No ☐ Yes

Applicant Firm: \_\_\_\_\_  
Tax ID No. or SSN: \_\_\_\_\_

In the past five years has the Applicant Firm or any Affiliate been the subject of any of the following actions?

- D. Been suspended, debarred, disqualified, or otherwise declared ineligible to bid?  
☐ No ☐ Yes
- E. Failed to complete a contract for a commercial or private owner?  
☐ No ☐ Yes
- F. Been denied a low-bid contract in spite of being the low bidder?  
☐ No ☐ Yes
- G. Had a contract terminated for any reason, including default?  
☐ No ☐ Yes
- H. Had liquidated damages assessed against it during or after completion of a contract?  
☐ No ☐ Yes

#### SECTION IV: CIVIL ACTIONS

**If "Yes" to Sections IV, V or VI, provide details including a brief summary of cause(s) of action, indicate if Applicant Firm, Key Person or Affiliate Firms were plaintiffs (P) or defendants (D); define charges explicitly, by what authority, court or jurisdiction, etc. In the case of tax liens, please indicate whether the liens were resolved with the tax authorities. Please submit proof of payment or agreements to pay the liens.**

**Complete details are required!**

**1. Violations Of Civil Law**

In the past five years has Applicant Firm, any of its Key Persons, or any Affiliate been the subject of an investigation of any alleged violation of a civil antitrust law, or other federal, state or local civil law?  
☐ No ☐ Yes

**2. Lawsuits With Public Agencies**

At the present time is, or during the past five years has the Applicant Firm, any of its Key Persons, or any Affiliate been a plaintiff or defendant in any lawsuit regarding services or goods provided to the LACMTA or to a public agency?  
☐ No ☐ Yes

**3. Bankruptcy**

During the past five years, has the Applicant Firm or any Affiliate filed for bankruptcy or reorganization under the bankruptcy laws?  
☐ No ☐ Yes

**4. Judgments, Liens And Claims**

During the past five years, has the Applicant Firm been the subject of a judgment, lien or claim of \$25,000 or more by a subcontractor or supplier?

☐ No ☐ Yes

Applicant Firm: \_\_\_\_\_  
Tax ID No. or SSN: \_\_\_\_\_

**5. Tax Liens**

During the past five years, has the Applicant Firm been the subject of a tax lien by federal, state or any other tax authority?

☐ No

☐ Yes

**SECTION V: COMPLIANCE WITH LAWS AND OTHER REGULATIONS**

**1. Criminal**

In the past five years has the Applicant Firm, any of its principals, officers, or Affiliates been convicted or currently charged with any of the following:

A. Fraud in connection with obtaining, attempting to obtain, or performing a public contract, agreement or transaction?

☐ No

☐ Yes

B. Federal or state antitrust statutes, including price fixing collusion and bid rigging?

☐ No

☐ Yes

C. Embezzlement, theft, forgery, bribery, making false statements, submitting false information, receiving stolen property, or making false claims to any public agency?

☐ No

☐ Yes

D. Misrepresenting minority or disadvantaged business entity status with regard to itself or one of its subcontractors?

☐ No

☐ Yes

E. Non-compliance with the prevailing wage requirements of the California or similar laws of any other state?

☐ No

☐ Yes

F. Violation of any law, regulation or agreement relating to a conflict of interest with respect to a government funded procurement?

☐ No

☐ Yes

G. Falsification, concealment, withholding and/or destruction of records relating to a public agreement or transaction?

☐ No

☐ Yes

H. Violation of a statutory or regulatory provision or requirement applicable to a public or private agreement or transaction?

☐ No

☐ Yes

I. Do any Key Persons in Applicant Firm have any felony charges pending against them that were filed either before, during, or after their employment with the Applicant Firm?

☐ No

☐ Yes

Applicant Firm: \_\_\_\_\_  
Tax ID No. or SSN: \_\_\_\_\_

## 2. Regulatory Compliance

In the past five years, has Applicant Firm, any of its Key Persons, or Affiliates:

- A. Been cited for a violation of any labor law or regulation, including, but not limited to, child labor violations, failure to pay wages, failure to pay into a trust account, failure to remit or pay withheld taxes to tax authorities or unemployment insurance tax delinquencies?  
☐ No ☐ Yes
- B. Been cited for an OSHA or Cal/OSHA "serious violation"?  
☐ No ☐ Yes
- C. Been cited for a violation of federal, state or local environmental laws or regulations?  
☐ No ☐ Yes
- D. Failed to comply with California corporate registration, federal, state or local licensing requirements?  
☐ No ☐ Yes
- E. Had its corporate status, business entity's license or any professional certification, suspended, revoked, or had otherwise been prohibited from doing business in the State of California, in the last three years?  
☐ No ☐ Yes

## SECTION VI: ETHICS

### 1. Conflict Of Interest

- A. Does the Applicant Firm or any of its Key Persons have any existing relationships that could be construed as either personal or organizational conflicts of interest, or which would give rise to a conflict if Applicant Firm should be a recipient of a contract with the LACMTA?  
☐ No ☐ Yes
- B. Has any Owner, Key Person or Project Team member of Applicant Firm ever (if yes explain fully):
1. Been an employee of the LACMTA, or served as a Member of the LACMTA Board of Directors or as an Alternate?  
☐ No ☐ Yes
  2. Been related by blood or marriage to an LACMTA employee, LACMTA Board Member or Alternate?  
☐ No ☐ Yes

### 2. Political, Charitable, And Other Contributions

Has the Applicant Firm, any of its Key Persons, or Affiliates ever, regardless of amount:

- A. Given (directly or indirectly), or offered to give on behalf of another or through another person, money, contributions (including political contributions), or other benefits, to any current LACMTA Board Member or Alternate?  
☐ No ☐ Yes

Applicant Firm: \_\_\_\_\_  
Tax ID No. or SSN: \_\_\_\_\_

- B. Given, or offered to give on behalf of another, money, contributions, or other benefits, directly or indirectly, to any current or former LACMTA employee?  
☐ No ☐ Yes
- C. Been directed by any LACMTA employee, Board member or Alternate Board member, or contractor to offer or give money, contributions or other benefits, directly or indirectly, to any current or former LACMTA employee, Board member or alternate Board member?  
☐ No ☐ Yes
- D. Directed any person, including employees or subcontractors, to give money, contributions or other benefits, directly or indirectly, to any current or former LACMTA employee, Board member, Alternate Board member, or to someone else in order to benefit an LACMTA employee, Board member, or Alternate Board member?  
☐ No ☐ Yes
- E. Been solicited by any LACMTA employee, Board member, or Alternate Board member to make a contribution to any charitable nonprofit organization?  
☐ No ☐ Yes

IF YES TO ANY OF THE ABOVE, SUBMIT LIST OF CONTRIBUTIONS AND FULL DETAILS.

## SECTION VII: ADDITIONAL DOCUMENTATION REQUIRED

### **Copies of the following documents are to be submitted with this application:**

1. **Applicant Firm's Current Local Business Licenses, if required by city, county or state, and**
2. **Applicant Firm's Financial Statements (see specific requirements below):**
  - A. **PUBLICLY TRADED COMPANIES:** Financial information will be accessed on-line. However, if additional information is needed, it will be specifically requested from the firm.
  - B. **NON-PUBLICLY TRADED COMPANIES WITH AUDITED OR REVIEWED FINANCIAL STATEMENTS:** Statements, including balance sheet, statement of earnings and retained income, with footnotes, for the most recent three years.
  - C. **NON-PUBLICLY TRADED COMPANIES WITHOUT AUDITED OR REVIEWED FINANCIAL STATEMENTS:** Company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three years. The Chief Financial Officer of the corporation, a partner, or owner, as appropriate, must certify these financial statements.
  - D. **SOLE PROPRIETORSHIPS:** Refer to C. If financial statements are not generated, please fill out and sign the Financial Statement form (page 10). Submit one form for each of the most recent three years.

**NOTE: The LACMTA reserves the right to ask for additional documentation if it is reasonably required to make a determination of integrity and responsibility relevant to the goods or services the Applicant Firm will provide to the LACMTA if awarded a contract.**

## FINANCIAL STATEMENT

To be completed by Applicant Firms that do not produce company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three years (one sheet per year.)

### ASSETS

Cash on Hand and in Banks.....\$  
Account and Notes Receivable .....\$  
Fixed Assets (net of depreciation) .....\$  
Other Assets.....\$  
Total Assets.....\$

### LIABILITIES

Accounts Payable .....\$  
Notes Payable to Banks in next twelve months.....\$  
Notes Payable to Others.....\$  
Taxes Payable .....\$  
Long Term Liabilities (More than twelve months) .....\$  
Other Liabilities .....\$  
Total Liabilities .....\$  
Net Worth .....\$

### INCOME FROM OPERATIONS

Revenue .....\$  
Interest from Bank Accounts.....\$  
Cost of Goods Sold (if appropriate) .....\$  
Gross Profit .....\$  
General & Administrative Expenses .....\$  
Depreciation .....\$  
Interest Paid.....\$  
Net Gain or Loss .....\$

This information is provided for pre-qualification purposes only. It is considered a confidential document not subject to public disclosure under California law.

I hereby certify that the above information is true and accurate to the best of my knowledge and belief. I understand false statements may result in denial of pre-qualification, and possible debarment for a period of five years.

\_\_\_\_\_  
Signature of Owner or Officer

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
For the Year Ended

\_\_\_\_\_  
Federal ID #

Applicant Firm: \_\_\_\_\_  
Tax ID No. or SSN: \_\_\_\_\_

# PRE-QUALIFICATION CERTIFICATION

A COPY OF THIS CERTIFICATION MUST BE COMPLETED AND SIGNED BY A GENERAL PARTNER, OWNER, PRINCIPAL OR CORPORATE OFFICER AUTHORIZED TO LEGALLY COMMIT THE APPLICANT FIRM, AND SUBMITTED WITH THE APPLICATION.

The signer of this declaration recognizes that the information submitted in the questionnaire herein is for the express purpose of inducing the LACMTA to award a contract, or to allow the Applicant to participate in LACMTA projects as contractor, subcontractor, vendor, supplier, or consultant. The signer has read and understands the requirements of the program, and has read and understands the instructions for completing this form.

## DECLARATION

State of: \_\_\_\_\_  
County of: \_\_\_\_\_

I, (printed name) \_\_\_\_\_, Social Security Number (last four digits) \_\_\_\_\_, being first duly sworn, state that I am the (title) \_\_\_\_\_ of Applicant Firm. I certify that I have read and understood the questions contained in the attached Application, and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this Application is complete, current, and true. I further acknowledge that any false, deceptive or fraudulent statements on the Application will result in denial of pre-qualification.

I authorize the LACMTA to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the questionnaire or to develop other information deemed relevant by the LACMTA.

\_\_\_\_\_  
Signature of Certifying Individual

\_\_\_\_\_  
Date

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
Date Month Year

by \_\_\_\_\_ Name of Signer. ☐ Personally known to me, or ☐ Proved to me on the basis of \_\_\_\_\_

satisfactory evidence to be the person who appeared before me.

Place Notary Seal Above

Signature of Notary Public

## **NOTICE TO APPLICANTS**

A material false statement, omission or fraudulent inducement made in connection with this pre-qualification application is sufficient cause for denial of the application or revocation of a prior approval, thereby precluding the applicant Firm from doing business with, or performing work for, the LACMTA, either as a vendor, prime contractor, subcontractor, consultant or subconsultant for a period of five years. In addition, such false submission may subject the person and/or entity making the false statement to criminal charges. (Title 18 USC 1001, false statements; California Penal Code Section 132, offering altered or antedated or forged documents or records; and Section 134, preparing false documentary evidence).

NOTE: Applicant information submitted to the LACMTA in connection with pre-qualification is considered confidential. All such applicant information is confidential business information and will be afforded protection to the fullest extent permitted by law.



Applicant Firm: \_\_\_\_\_  
Tax ID No. or SSN: \_\_\_\_\_

**LACMTA PRE-QUALIFICATION VALIDATION**

A copy of this VALIDATION must be completed and signed by at least one General Partner, Owner, Principal or Officer authorized to legally commit the Applicant Firm.

RFP or IFB Name and Number: \_\_\_\_\_

**DECLARATION**

I, (printed full name) \_\_\_\_\_, Social Security Number \_\_\_\_\_ being first duly sworn, hereby declare that I am the (position or title) \_\_\_\_\_ of (Firm name) \_\_\_\_\_, and that I am duly authorized to execute this Validation Statement on behalf of this entity. I acknowledge that any false, deceptive or fraudulent statements on this validation will result in denial of pre-qualification. I hereby state:

☐ the Pre-Qualification Application dated \_\_\_\_\_ on file with LACMTA is correct and current as submitted.

OR

☐ the Pre-Qualification Application dated \_\_\_\_\_ on file with LACMTA is correct and current as submitted, except as modified by the attached changed pages and/or attachments to said Application. (Applicant may attach additional sheets to describe changes). Attach recent financial statements if previous are more than one year old.

\_\_\_\_\_  
Signature of Person Certifying for Applicant Firm

\_\_\_\_\_  
Date

~~~~~  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,

(Notary Seal or Stamp)

\_\_\_\_\_  
Notary Public Signature

My Commission expires \_\_\_\_\_

**NOTICE TO APPLICANTS**

A material false statement, omission or fraudulent inducement made in connection with this pre-qualification application is sufficient cause for denial of the application or revocation of a prior approval, thereby precluding the applicant Firm from doing business with, or performing work for, the LACMTA, either as a vendor, prime contractor, subcontractor, consultant or sub-consultant for a period of three years. In addition, such false submission may subject the person and/or entity making the false statement to criminal charges. (Title 18 USC 1001, false statements; California Penal Code Section 132, offering altered or antedated or forged documents or records; and Section 134, preparing false documentary evidence).

NOTE: Applicant information submitted to the LACMTA in connection with pre-qualification is considered confidential. All such applicant information is confidential business information and will be afforded protection to the fullest extent permitted by law.

**Validation Submittal Do not submit validations with bid or proposal, mail or deliver them to:**

LACMTA Pre-Qualification Office  
Mail Stop 99-9-1  
One Gateway Plaza  
Los Angeles, CA 90012-2952

## **SECTION 5 – BID FORMS**

This page is intentionally blank

## **BID LETTER**

HONORABLE CHAIRMAN AND MEMBERS OF THE  
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
ONE GATEWAY PLAZA  
LOS ANGELES, CA 90012-2952

SUBJECT: INVITATION FOR BIDS FOR CONTRACT NO. C1056  
Westside Subway Extension Project - Advanced Utility Relocations (La Cienega Station)

In response to the above-referenced Invitation For Bids (IFB) and in accordance with the accompanying Instructions to Bidders, the Bidder hereby commits to the Los Angeles County Metropolitan Transportation Authority (Metro) to perform the Work in accordance with the provisions of the Bid Level Contract Documents and any amendment thereto and at the prices stated opposite the respective items set forth in the form entitled SCHEDULE OF QUANTITIES AND PRICES, included and made a part of the Contract.

The Bidder agrees that the Bid constitutes a firm offer that cannot be withdrawn for one hundred and eighty (180) calendar days from the bid opening or until the Contract for the Work is fully executed between Metro and a third party, whichever is earlier.

If awarded a Contract, the Bidder agrees to execute the Contract and deliver it to Metro within ten (10) calendar days after receiving a Letter of Award together with the necessary Certificates of Insurance, Performance Bond, Payment Bond, and Alcohol and Drug-Free Workplace Program. The Contractor shall proceed with the Work upon receipt of a Notice to Proceed in accordance with Article entitled NOTICE TO PROCEED of the General Conditions.

Attached is a certified check, a cashier's check (in U.S. Dollars), Bid Bond, or a combination thereof in an amount not less than ten percent (10%) of the Total Bid Price. The undersigned agrees that said amount shall be retained by Metro if we fail or refuse to execute the Contract or furnish the required Bonds, Certificates of Insurance, and Alcohol and Drug-Free Workplace Program within the time provided.

In addition to the formal certifications provided in the following, the Bidder certifies that it has:

1. Examined and is fully familiar with all of the provisions of the IFB Documents and any amendment thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the Work, the general and local conditions to be encountered in performance of the Work, and all other matters that can in any way affect the Work and/or the cost thereof;
3. Examined the experience, skill and certification requirements specified in the Statement of Work and that the entities (Bidder, Subcontractor, Supplier) performing the Work under the Contract fulfill the specified requirements; and

4. Carefully reviewed the accuracy of all statements and figures shown in the Bid and attachments hereto.

Therefore, the undersigned hereby agrees that Metro will not be responsible for any errors or omissions in the Bid.

The undersigned acknowledges receipt, understanding and full consideration of the following amendment to the Contract Documents:

Amendment No(s):

---

---

---

Bidder/Proposer hereby agrees with and will abide by the terms and requirements of the LACMTA Project Labor Agreement (PLA) and Construction Careers Policy (CCP).

The Bidder further certifies that:

1. The only persons, firms, corporations, Joint Ventures/partnerships, and/or other parties interested in the Bid as principals are those listed as such in the Bid Forms; and that,
2. The Bid has been prepared without collusion with any other person, firm, corporation, Joint Venture/partnership, and/or other party.

(Joint Ventures/partnerships are to provide a signed copy of their agreement with their bid)

Bidder's Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

Classification Type: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_ being duly sworn, deposes and says  
Name

That he/she is the \_\_\_\_\_ of \_\_\_\_\_  
Title Company

and that all statements and information contained in the Proposal and made a part of through attachment and/or reference, are true and correct.

Subscribed and sworn before me before this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_



# BIDDERS LIST FORM

The Los Angeles County Metropolitan Transportation Authority (LACMTA) is required per 49 CFR 26.11(c) to create and maintain a comprehensive Bidders List. The Bidders List Form (PRO FORM 132) will be used to determine the relative availability of Disadvantaged Business Enterprise (DBE) and non-DBEs, and will assist with establishing the agency's annual DBE goal. Each Bidders List is a compilation of bidders, proposers, quoters, subcontractors, manufacturers, and suppliers of materials and services who have submitted bids during the advertising period of a specific acquisition. Please provide the following mandatory data:

## Part A: Business Data

9. Business Name: \_\_\_\_\_

10. Business Address:

\_\_\_\_\_  
Street City State Zip

3. County Business is located in: \_\_\_\_\_

4. Name of Contact Person: \_\_\_\_\_

5. Phone: ( ) \_\_\_\_\_ 6. Fax: ( ) \_\_\_\_\_

7. Email Address: \_\_\_\_\_

8. Is this business certified as a Disadvantaged Business Enterprise? a. ☐ Yes b. ☐ No

9. Business Annual Gross Receipts: 10. Age of Business: \_\_\_\_\_ Years \_\_\_\_\_ Months

a. ☐ Less than \$500,000

b. ☐ \$500,000 to \$1,000,000

c. ☐ \$1,000,000 to \$2,000,000

d. ☐ \$2,000,000 to \$5,000,000

e. ☐ Over \$5,000,000

## Part B: Project and Work Description

11. RFIQ, IFB, or RFP # \_\_\_\_\_

12. Project Name: \_\_\_\_\_

13. Provide brief description of scope of work, services, and/or materials to be performed/furnished:

\_\_\_\_\_  
\_\_\_\_\_

14. Will you subcontract any of your work? a. ☐ Yes \* b. ☐ No  
(\* If "Yes," the subcontractor(s) must complete an individual Bidders List Form also.)

## Part C: Signature

The undersigned declares that the information set forth on this page is current, complete and accurate.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

## **SCHEDULE OF QUANTITIES AND PRICES INSTRUCTIONS**

1. The Bidder shall submit its firm unit prices and lump sum prices for the Work set forth in the Bid and described in the Invitation for Bids (IFB) Documents on the following Bid Form entitled SCHEDULE OF QUANTITIES AND PRICES.
2. The estimated quantities shown on the SCHEDULE OF QUANTITIES AND PRICES are approximate and are based on the best information available at the time of Bid; they are used solely for the purpose of evaluating the Bids. Metro does not represent, expressly or by implication, that the actual quantities used in the Work will equal the estimated quantities.
3. In the case of Bid items for which a fixed dollar amount predetermined by Metro has already been entered on the SCHEDULE OF QUANTITIES AND PRICES, the dollar amount so entered shall be binding on all Bidders as the price for such item; said dollar amount shall not be revised unless Metro directs a Change in the Work affecting the item to which said dollar amount relates.
4. The Bidder's unit price shall be based on the estimated Work and shall remain firm within the range of a 25 percent increase or decrease in actual quantity.
5. Unit prices, lump sum prices, and other values must be entered in the appropriate spaces provided in the SCHEDULE OF QUANTITIES AND PRICES. Unit prices must be multiplied by the estimated quantity shown and the total inserted in the "Total Price" column. The "Total Prices" must be added together in arriving at the "Total Bid Price". The Total Bid Price shall be for the completion and acceptance of all Work as required by the Contract.
6. The unit prices and lump sum prices must conform to their respective requirements and parameters as specified in the Contract Documents. They also must be inclusive of all costs for the Work specified in Contract Documents, including the proportional costs for overhead, profit, all applicable taxes, tariffs, insurance and other expenses of the Contractor, Subcontractors, and Suppliers of all tiers.
7. DETERMINATION OF TOTAL BID PRICE
  - A. The Contract will be awarded on the basis of the Total Bid Price shown on the SCHEDULE OF QUANTITIES AND PRICES.
  - B. In event of error or discrepancy between the unit price bid and the Total Bid Price calculated, the unit price is agreed to be the valid bid per unit. The Total Bid Price shall be the sum of the Total Prices (unit prices multiplied by the estimated quantities). The award amount will be based on the actual sum as recalculated by Metro.
  - C. Should any unit price be left blank, the Bid will be considered non-responsive unless the blank item can be calculated from the information available (i.e., unit price can be determined by dividing the total price by the estimated quantity).
  - D. Should any total price be left blank, the Bid will be considered non-responsive unless the blank item can be calculated from the information available (i.e., total price can be determined by multiplying the unit price by the estimated quantity).

- E. If any one line item is left blank, and the above situations do not apply, no attempt will be made to reconcile the amounts. The Bid in this case will be considered non-responsive.
- F. If Option pricing is requested, the evaluation for Contract Award will be based upon the Base Contract, plus Option(s), in any possible combination, as determined by Metro.

BIDDER: \_\_\_\_\_

**CONTRACT NO. C1056**  
**Westside Subway Extension Project - Advanced Utility Relocations (La Cienega Station)**

**SCHEDULE OF QUANTITIES AND PRICES – SCHEDULE ‘A’**

The items in Schedule A below are included by METRO as part of the TOTAL BID PRICE and contract award to cover specified base Work.

| ITEM NO. | DESCRIPTION                                 | EST.<br>QTY. | UNIT | UNIT PRICE | TOTAL PRICE |
|----------|---------------------------------------------|--------------|------|------------|-------------|
| A-1      | Division 1 (General Requirements)           | 1            | LS   | N/A        | \$          |
| A-2      | City of Beverly Hills Water Lines           | 1            | LS   | N/A        | \$          |
| A-3      | Southern California Edison Conduit & Vaults | 1            | LS   | N/A        | \$          |
| A-4      | City of Beverly Hills Storm Drain           | 1            | LS   | N/A        | \$          |
| A-5      | City of Beverly Hills Sanitary Sewer        | 1            | LS   | N/A        | \$          |
|          | <b>SUBTOTAL SCHEDULE ‘A’</b>                |              |      |            | <b>\$</b>   |

Legend: LS=Lump Sum, LF=Linear Foot

BIDDER: \_\_\_\_\_

**CONTRACT NO. C1056**  
**Westside Subway Extension Project - Advanced Utility Relocations (La Cienega Station)**

**SCHEDULE OF QUANTITIES AND PRICES – SCHEDULE ‘B’**

The items in Schedule B below are included by METRO as part of the TOTAL BID PRICE to determine the lowest Bid Price for an award but the total price of each line item or the total of this Schedule B is not part of the awarded Total Contract Price. The Unit Prices shall be used for Contract Changes. Contractor shall not be paid any or all of the said amounts below except for amounts authorized and released by METRO in writing.

| ITEM NO.                                                      | DESCRIPTION                                                                                                                                    | EST. QTY. | UNIT | UNIT PRICE | TOTAL PRICE |
|---------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|------------|-------------|
| <b>C1056 SCHEDULE ‘B’ – UNIT PRICES FOR POTENTIAL CHANGES</b> |                                                                                                                                                |           |      |            |             |
| B-1                                                           | Metro Directed Potholing                                                                                                                       | 60        | EA   | \$         | \$          |
| B-2                                                           | Additional Concrete Integral Curb and Gutter, (per City of Beverly Hills Street Improvement Standard, Section 1 Drawing BH102 & BH107)         | 500       | LF   | \$         | \$          |
| B-3                                                           | Additional Asphalt Concrete Pavement Replacement Case 1 (per City of Beverly Hills Street Improvement Standard, Section 1 Drawing BH114)       | 500       | SY   | \$         | \$          |
| B-4                                                           | Additional Portland Cement Concrete Pavement Case 2, (per City of Beverly Hills Street Improvement Standard, Section 2 Drawing BH114)          | 500       | SY   | \$         | \$          |
| B-5                                                           | Additional Asphalt Over Concrete Pavement Replacement Case 3, (per City of Beverly Hills Street Improvement Standard, Section 1 Drawing BH114) | 500       | SY   | \$         | \$          |
| B-6                                                           | Additional Sidewalk, (per City of Beverly Hills Street Improvement Standard, Section 1 Drawing BH104 and BH105)                                | 200       | SY   | \$         | \$          |

|      |                                                                       |       |     |    |           |
|------|-----------------------------------------------------------------------|-------|-----|----|-----------|
| B-7  | Metro Directed Street Vacuum Sweeper with Operator                    | 200   | HRS | \$ | \$        |
| B-8  | Metro (Owner) –Directed Stoppages daily rate (01 14 05)               | 15    | CD  | \$ | \$        |
| B-9  | Crenshaw Blvd. Laydown Area Maintenance (U-151)                       | 12    | MO  | \$ | \$        |
| B-10 | Metro Directed Traffic Control for Utility Work Between Intersections | 20    | SH  | \$ | \$        |
| B-11 | Metro Directed Traffic Control for Utility Work At Intersections      | 20    | SH  | \$ | \$        |
| B-12 | Additional Contaminated Soil Removal & Disposal<br>(01 35 43)         | 1,000 | CY  | \$ | \$        |
|      | <b>SUBTOTAL SCHEDULE 'B'</b>                                          |       |     |    | <b>\$</b> |

Legend: EA=Each, LF=Linear Foot, SY=Square Yard, HRS=Hours, CD=Calendar Day, MO=Month, SH=Shift, CY=Cubic Yard

BIDDER: \_\_\_\_\_

**CONTRACT NO. C1056**  
**Westside Subway Extension Project - Advanced Utility Relocations (La Cienega Station)**

**SCHEDULE OF QUANTITIES AND PRICES – SCHEDULE ‘C’**

The items below are included by METRO as part of the TOTAL BID PRICE and contract award to cover non-specified additional work that may be necessary during performance of the Work and only as directed by METRO. In the event that the programs or Work contemplated by the line items in Schedule C of the SCHEDULE OF QUANTITIES AND PRICES are not fully implemented, the Contract Price will be reduced by the unused amount in each line item. Contractor shall not be paid any or all of said amounts below except for amounts authorized and released by METRO in writing, in accordance with SP-43 Provisional Sums

| Reference                                    | DESCRIPTION                                                   | EST. QTY. | UNIT | UNIT PRICE | TOTAL PRICE        |
|----------------------------------------------|---------------------------------------------------------------|-----------|------|------------|--------------------|
| <b>C1056 SCHEDULE ‘C’ – PROVISIONAL SUMS</b> |                                                               |           |      |            |                    |
| C-1                                          | Traffic & Environmental Mitigations                           | 1         | PS   | N/A        | \$400,000          |
| C-2                                          | Third Party Requirements and Requests                         | 1         | PS   | N/A        | \$400,000          |
| C-3                                          | Adjacent Property Mitigations                                 | 1         | PS   | N/A        | \$200,000          |
| C-4                                          | Unknown, Abandoned, or Conflicting Utilities, or Obstructions | 1         | PS   | N/A        | \$700,000          |
| C-5                                          | Archaeological & Paleontological Discovery and Handling       | 1         | PS   | N/A        | \$50,000           |
| C-6                                          | Additional Contaminated and Hazardous Material Mitigation     | 1         | PS   | N/A        | \$250,000          |
| C-7                                          | Low Impact Back-up Alarms for Subcontractors and Vendors      | 1         | PS   | N/A        | \$100,000          |
|                                              | <b>SUBTOTAL SCHEDULE ‘C’</b>                                  |           |      |            | <b>\$2,100,000</b> |

Legend: PS=Provisional Sum



BIDDER: \_\_\_\_\_

**CONTRACT NO. C1056**  
**Westside Subway Extension Project - Advanced Utility Relocations (La Cienega Station)**

**SCHEDULE OF QUANTITIES AND PRICES – SCHEDULE ‘D’**

SCHEDULE D (DELAY COMPENSATION) will be evaluated with the TOTAL BID PRICE in determining the lowest responsible and responsive bid, but will not be part of the Contract Award Value. At time of award, the successful Bidder's daily rate of delay will be incorporated into the conformed FORM OF CONTRACT (under the Article entitled COMPENSATION therein).

| ITEM NO. | DESCRIPTION                                                                                                                                                                                                                                                     | EST.<br>QTY. | UNIT | UNIT PRICE | TOTAL PRICE |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|-------------|
| D-1      | Daily rate for a delay that is both Excusable and Compensable, as defined by the General Conditions Article EXTENSION OF TIME, and occurs between Notice to Proceed and Completion of Milestone No. 2, Special Provisions, Appendix A Work Completion Schedule. | 60           | CD   | \$         | \$          |
|          | SUBTOTAL SCHEDULE ‘D’                                                                                                                                                                                                                                           |              |      |            | \$          |

TOTAL BID PRICE SCHEDULES A + B + C + D= \$ \_\_\_\_\_

IN WORDS - TOTAL BID PRICE: \_\_\_\_\_

\_\_\_\_\_ US DOLLARS

END OF SCHEDULE OF QUANTITIES AND PRICES

BIDDER: \_\_\_\_\_

## LIST OF CURRENT PROJECTS (BACKLOG)

| PROJECT NAME AND LOCATION | DESCRIPTION OF WORK                                         | OWNER'S NAME, ADDRESS, PHONE NO. CONTACT PERSON | ESTIMATED COST OF BIDDER'S WORK | ESTIMATED COMPLETION |
|---------------------------|-------------------------------------------------------------|-------------------------------------------------|---------------------------------|----------------------|
|                           | Prime <input type="checkbox"/> Sub <input type="checkbox"/> |                                                 | \$                              |                      |
|                           | Prime <input type="checkbox"/> Sub <input type="checkbox"/> |                                                 | \$                              |                      |
|                           | Prime <input type="checkbox"/> Sub <input type="checkbox"/> |                                                 | \$                              |                      |
|                           | Prime <input type="checkbox"/> Sub <input type="checkbox"/> |                                                 | \$                              |                      |
|                           | Prime <input type="checkbox"/> Sub <input type="checkbox"/> |                                                 | \$                              |                      |

BIDDER: \_\_\_\_\_

## LIST OF COMPLETED PROJECTS - LAST THREE YEARS

Include only projects that are pertinent for this Invitation For Bids/Request for Proposal, in order to demonstrate Bidder's/Proposer's ability to perform the required Work.

| PROJECT NAME AND LOCATION | DESCRIPTION OF WORK                                         | OWNER'S NAME, ADDRESS, PHONE NO. CONTACT PERSON | ACTUAL FINAL CONTRACT VALUE | DATE CONTRACT DURATION |
|---------------------------|-------------------------------------------------------------|-------------------------------------------------|-----------------------------|------------------------|
|                           | Prime <input type="checkbox"/> Sub <input type="checkbox"/> |                                                 | \$                          |                        |
|                           | Prime <input type="checkbox"/> Sub <input type="checkbox"/> |                                                 | \$                          |                        |
|                           | Prime <input type="checkbox"/> Sub <input type="checkbox"/> |                                                 | \$                          |                        |
|                           | Prime <input type="checkbox"/> Sub <input type="checkbox"/> |                                                 | \$                          |                        |
|                           | Prime <input type="checkbox"/> Sub <input type="checkbox"/> |                                                 | \$                          |                        |

## BID BOND

**KNOW ALL MEN BY THESE PRESENTS:**  
**THAT,**

\_\_\_\_\_ as Principal  
and,

\_\_\_\_\_ as Surety

are held firmly bound unto the LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY, hereinafter called Metro,

in the sum of

\_\_\_\_\_  
(use words)

\_\_\_\_\_ DOLLARS

(\$), \_\_\_\_\_  
(figures)

being not less than ten percent (10%) of the Total Bid Price; for the payment of which sum well  
and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and  
assigns, jointly and severably, firmly by these presents.

**WHEREAS,** said Principal has submitted a bid to Metro to perform all Work required under  
Metro's Invitation For Bids (IFB) Contract No. C1056.

**NOW, THEREFORE,** if said Principal is awarded a Contract for the Work by Metro and, within  
the time and in the manner required by the Invitation For Bids (IFB), enters into the written  
Contract Agreement bound with said IFB and furnishes the required bonds, one to guarantee  
faithful performance and the other to guarantee payment for labor and materials, and furnishes  
the required certificate of insurance and Alcohol and Drug-Free Workplace Program, then this  
obligation shall be null and void; otherwise, it shall remain in full force and effect. In the event  
suit is brought upon this Bond by Metro and judgment is recovered, said Surety shall pay all  
costs incurred by Metro in such suit, including reasonable attorneys' fees to be fixed by the  
court.

**SIGNED AND SEALED,** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

(SEAL)

(SEAL)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Signature

BIDDER: \_\_\_\_\_

## QUALITY ASSURANCE/QUALITY CONTROL

The Bidder shall provide a copy of the current corporate organization chart and a proposed site/project organization chart depicting the reporting relationship of those responsible for quality to executive and project management.

The Bidder shall provide a copy of the Table of Contents of the Bidders QA/QC Plan/Program that it currently has in force and that meets the requirements of the Contract Documents.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

\_\_\_\_\_  
Typewritten or Printed Name

\_\_\_\_\_  
Signature of Authorized  
Official

\_\_\_\_\_  
Title

BIDDER: \_\_\_\_\_

## **SAFETY**

The bidder/proposer shall submit the following items with its bid/proposal by attaching them directly behind this page.

1. The Table of Contents of bidder's/proposer's currently implemented safety program.
2. A resume of the proposed Project/Site Safety Representative, along with copies of certification cards. The resume and certification cards must indicate that the proposed individual meets the criteria for the position at the time of bid/proposal. A separate Submittal after NTP will be required of the successful Bidder/Proposer.

The Bidder/Proposer affirms by signature below that it has an established Safety Program that complies with the provisions of these Contract Documents and all government regulations, including California Labor Code Section 6401.7 and Cal-OSHA General Industry Order, Title 8, Subchapter 7, Section 3203.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

| _____                       | _____                               | _____ |
|-----------------------------|-------------------------------------|-------|
| Typewritten or Printed Name | Signature of Authorized<br>Official | Title |

BIDDER: \_\_\_\_\_

## BIDDER'S INDUSTRIAL SAFETY RECORD

The information entered on the Bid Form must include all construction work undertaken nationwide and in the state of California by the Bidder, as well as by any partnership, corporation or joint venture that any principal of the Bidder participated in as a principal or owner, for the current calendar year and the prior five calendar years. A separate Bid Form shall be submitted for each individual, partnership, corporation and/or joint venture that make up the Bidding entity. The Bidder may be requested to submit additional information or explanation of data that the Metro requires for evaluating the safety record.

| ITEM            | INFORMATION                                    | 2008 | 2009 | 2010 | 2011 | 2012 | Current Year |
|-----------------|------------------------------------------------|------|------|------|------|------|--------------|
| 1.              | Total Hours Worked                             |      |      |      |      |      |              |
|                 | Nationwide:                                    |      |      |      |      |      |              |
|                 | California:                                    |      |      |      |      |      |              |
| 2. <sup>1</sup> | Number of fatalities                           |      |      |      |      |      |              |
|                 | Nationwide:                                    |      |      |      |      |      |              |
|                 | California:                                    |      |      |      |      |      |              |
| 3. <sup>1</sup> | Number of OSHA recordable injury/illness cases |      |      |      |      |      |              |
|                 | Nationwide:                                    |      |      |      |      |      |              |
|                 | California:                                    |      |      |      |      |      |              |
| 4. <sup>1</sup> | Number of lost workday cases                   |      |      |      |      |      |              |
|                 | Nationwide:                                    |      |      |      |      |      |              |
|                 | California:                                    |      |      |      |      |      |              |
| 5. <sup>1</sup> | Number of lost workdays                        |      |      |      |      |      |              |
|                 | Nationwide:                                    |      |      |      |      |      |              |
|                 | California:                                    |      |      |      |      |      |              |



BIDDER: \_\_\_\_\_

| ITEM            | INFORMATION                               | 2008 | 2009 | 2010 | 2011 | 2012 | Current Year |
|-----------------|-------------------------------------------|------|------|------|------|------|--------------|
| 6. <sup>1</sup> | Recordable Incident Rates: <sup>2</sup>   |      |      |      |      |      |              |
|                 | Nationwide:                               |      |      |      |      |      |              |
|                 | California:                               |      |      |      |      |      |              |
|                 | Lost Workday Incident Rates <sup>3</sup>  |      |      |      |      |      |              |
|                 | Nationwide:                               |      |      |      |      |      |              |
|                 | California:                               |      |      |      |      |      |              |
|                 | Lost Days Rates <sup>4</sup>              |      |      |      |      |      |              |
|                 | Nationwide:                               |      |      |      |      |      |              |
|                 | California:                               |      |      |      |      |      |              |
| 7. <sup>1</sup> | Worker's Compensation Experience Modifier |      |      |      |      |      |              |
|                 | Nationwide:                               |      |      |      |      |      |              |
|                 | California:                               |      |      |      |      |      |              |

The above information was compiled from records available at the time the Bid was prepared. I declare under penalty of perjury under the laws of the state of California that the information is true and correct within the limitation of those records.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
 (Date) (City) (State)

\_\_\_\_\_  
 Typewritten or Printed Name      Signature of Authorized Official      Title

- 1 The information required for items is the same as required for columns 3 to 13, code 10, Log and Summary of Occupational injuries and Illnesses, OSHA (Cal-Osha) Form 200
- 2 Recordable Incidence Rate =  $\frac{\text{Recordable Cases} \times 200,000}{\text{Total Hours Worked}}$
- 3 Lost Workday Incident Rate =  $\frac{\text{Lost Workday Cases} \times 200,000}{\text{Total Hours Worked}}$
- 4 Lost Days Rate =  $\frac{\text{Total Lost Days} \times 200,000}{\text{Total Hours Work}}$

**BIDDER:** \_\_\_\_\_

## **LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS INSTRUCTIONS**

Participation by Subcontractors and Suppliers shall be documented on the following Bid/Proposal Form entitled LIST OF PROPOSED SUBCONTRACTORS/SUPPLIERS. Information pertinent to this form is provided below. The form may be duplicated if needed for listing additional Subcontractors/Suppliers.

In compliance with the requirements of the MTA's IFB/RFP, each Bidder/Proposer shall provide the following information on the Bid/Proposal Form entitled LIST OF PROPOSED SUBCONTRACTORS/SUPPLIERS for **each and every** Subcontractor/Supplier (including DBEs) who will perform work, labor, or render service to Bidder/Proposer.

Bidder/Proposer shall list only one Subcontractor for any one portion of the Work.

- Name of Subcontractor
- Dollar Value of Each Subcontract
- Subcontractor's Address
- Provide a clear and precise description of the portion (scope) of Work that will be done by each Subcontractor
- DBE Certification letter (if required)

If the Bidder/Proposer fails to specify a Subcontractor for any portion of the Work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself. Where a specialty Subcontractor is required, the Contractor shall include the Subcontractor's license number and expiration date.

All DBE Subcontractors/Suppliers should be listed on the Bid/Proposal Form entitled LIST OF PROPOSED SUBCONTRACTORS/SUPPLIERS.

DBE firms certified by the MTA are encouraged to submit a copy of the DBE certification letter with the bid/proposal. This letter is required for verification purposes. It is incumbent upon the Bidder/Proposer to verify the certification status of any of its proposed DBE Subcontractors/Suppliers by contacting the Certification Hotline (213) 922-2600 prior to the bid/proposal submittal. To obtain the most current and accurate information, it is recommended that verification be made within 72 hours prior to the bid/proposal due date.

**ALL BIDDERS/PROPOSERS ARE ADVISED TO THOROUGHLY READ AND FOLLOW ALL INSTRUCTIONS ON IFB/RFP DOCUMENTS FOR THE MOST CURRENT SUBMITTAL REQUIREMENTS.**

**BIDDER:** \_\_\_\_\_

## LIST OF PROPOSED SUBCONTRACTORS/SUPPLIERS

Name: \_\_\_\_\_ Provide Complete Description of Work to be Performed<sup>1</sup> \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

License No.: \_\_\_\_\_ License Expires: \_\_\_\_\_

- |                                         |                                          |
|-----------------------------------------|------------------------------------------|
| <input type="checkbox"/> Subcontractor  | <input type="checkbox"/> Supplier        |
| <input type="checkbox"/> Regular Dealer | <input type="checkbox"/> Broker          |
| <input type="checkbox"/> Manufacturer   | <input type="checkbox"/> Other (specify) |

Dollar Value of Work<sup>2</sup> \$ \_\_\_\_\_

DBE Currently Certified<sup>3</sup> Yes ☐ No ☐

Certifying Agency \_\_\_\_\_

☐ For all subcontractors and suppliers with work anticipated to cost \$100,000 or more, see Section 4 – Pre-Qualification Documents.

Name: \_\_\_\_\_ Provide Complete Description of Work to be Performed<sup>1</sup> \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

License No.: \_\_\_\_\_ License Expires: \_\_\_\_\_

- |                                         |                                          |
|-----------------------------------------|------------------------------------------|
| <input type="checkbox"/> Subcontractor  | <input type="checkbox"/> Supplier        |
| <input type="checkbox"/> Regular Dealer | <input type="checkbox"/> Broker          |
| <input type="checkbox"/> Manufacturer   | <input type="checkbox"/> Other (specify) |

Dollar Value of Work<sup>2</sup> \$ \_\_\_\_\_

DBE Currently Certified<sup>3</sup> Yes ☐ No ☐

Certifying Agency \_\_\_\_\_

☐ For all subcontractors and suppliers with work anticipated to cost \$100,000 or more, see Section 4 – Pre-Qualification Documents.

<sup>1</sup> Description of work must be sufficiently complete to establish whether subcontracted work is to be performed by a "Subcontractor", "Supplier", "Broker", "Regular Dealer", or "Manufacturer". (See Sample Contract for definition of terms).

<sup>2</sup> The MTA will calculate credit for the participation of DBE suppliers of equipment, materials, and supplies as follows: sixty (60%) percent of the dollar value for equipment, materials and supplies required under the contract and obtained from a regular dealer. One hundred (100%) percent of the dollar value for equipment, materials and supplies obtained from a DBE manufacturer or from a DBE supplier who substantially alters the materials before resale.

<sup>3</sup> DBE Subcontractor, Supplier, Regular Dealer, Broker or Manufacturer must be certified at time of bid/proposal due date.

## **SECTION 6 – REQUIRED CERTIFICATIONS**

This page is intentionally blank

**Name:** \_\_\_\_\_  
(To be completed by Bidder and all Subcontractors)

## ETHICS DECLARATION

- A. The following questions are designed to ensure contractors and Metro, including its employees and Board of Directors, are able to comply with their obligations to avoid conflicts of interest issues. Your company should make or cause to be made a reasonably diligent investigation prior to responding to the questions to ensure your responses are correct and you must have an authorized official sign below where indicated.

The authorized official is responding on behalf of your company and your sub-contractors and other persons and entities that your company or its subsidiaries have designated to perform the work requested in the bid/proposal.

An affirmative response to any of the questions will not automatically cause your company to be disqualified. However, failure to answer the questions in good faith or providing material false answers may subject your company to consequences up to and including disqualification of its bid.

If you have any questions please contact the contract administrator assigned to this procurement.

- B. State the names of your company's parent, all subsidiaries, and "related business entities" as that term is defined in California Code of Regulations 18703.1(d). If none, circle "none" under each category below:

Name of parent: (none)

Name of subsidiaries (use additional sheet if necessary): (none)

Name of related businesses (use additional sheet if necessary) (none)

| Questions                                                                                                                                                                                                                                          | Yes/No |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1. Are any of your employees, officers, shareholders, partners, or directors (including your and those of your subcontractors' and consultants' collectively "Employees") formerly a Metro board member or employee within the previous 12 months? |        |
| 2. Are any of your Employees related to any Metro board member or employee?                                                                                                                                                                        |        |
| 3. Are any of your Employees also Metro board members or employees?                                                                                                                                                                                |        |
| 4. Do any Metro board members or employees own any stock in your company, or that of your consultants or subcontractors?                                                                                                                           |        |
| 5. Have you or Employees given any gifts within the previous 12 months                                                                                                                                                                             |        |

| Questions                                                                                                                                                                                                                                                                                   | Yes/No |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| to a Metro board member or employee?                                                                                                                                                                                                                                                        |        |
| 6. Have you, your Employees or their family members of your parent, subsidiaries and relate business entities as stated above, made any campaign contributions any present Metro Board Member or employee in the past four years?                                                           |        |
| 7. Have you employed or do you intend to employ as a lobbyist any former Metro board member or employee who has left Metro within the last twelve months?                                                                                                                                   |        |
| 8. Did you or you Employees receive any confidential information concerning this contract?                                                                                                                                                                                                  |        |
| 9. Did you or any of your Employees perform work within the last 3 years relating to the project or services contemplated to be performed under this contract, including development of the specifications or earlier phases of the project or services to be provided under this contract? |        |

|                                                                                                                                                                                                                  | No. of Pages Attached |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 10. If you answered "yes" to any question 1 through 9 above, explain in detail on a separate sheet the facts and information, including names, dates, amounts, and other circumstances relevant to the question. |                       |

You have read and shall abide by Metro Code of Conduct for Contractors at all times during your relationship with Metro. Your consultants and subcontractors you retain (if any) to perform any services under the contract you are seeking have or will promptly upon your hiring of those persons, shall read and abide by Metro Code of Conduct for Contractors. You have read and will continually remain in compliance with Metro Lobby Ordinance.

### C. DECLARATION

I, (name) \_\_\_\_\_, on behalf of (name of bidder/proposer) including \_\_\_\_\_ its \_\_\_\_\_ subcontractors \_\_\_\_\_ and \_\_\_\_\_ consultants, \_\_\_\_\_ at which I am employed as (your title) \_\_\_\_\_, declare that after having made or caused to be made a reasonably diligent investigation both regarding my company and all sub-contractors and consultants designated by the above bidder/proposer, the foregoing responses, and the explanation on the attached sheet, if any, in response to question 10, are correct to the best of my knowledge and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



BIDDER: \_\_\_\_\_

## GENERAL CERTIFICATIONS

The Bidder/Proposer shall respond either "Yes" or "No" to each of the following where indicated. If the Bidder/Proposer's response is "No", a full explanation shall be provided in the space following the last item.

### 1.0 CERTIFICATE OF NONDISCRIMINATION

Yes ☐ No ☐

The Bidder/Proposer hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Bidder/Proposer and its Subcontractors shall comply with the provisions of the Fair Employment and Housing Act Gov. Code § 12900 and the applicable regulations promulgated thereunder. The Bidder/Proposer agrees specifically to adhere to the following:

- A. Establish and observe employment policies that actively promote opportunities for minority persons and women at all job levels.
- B. Communicate this policy to all company employees, outside recruiting services, especially those serving minority communities and women, and minority communities and women at large.
- C. State in all solicitations or advertisements for employees that the Bidder/Proposer will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition).

### 2.0 AFFIRMATIVE ACTION

Yes ☐ No ☐

The Bidder/Proposer certifies that it and those Subcontractors with subcontracts in excess of ten thousand dollars (\$10,000) are maintaining Affirmative Action Programs consistent with those required under Federal Executive Order 11246. The detailed requirements are set forth in the Contract Compliance Manual.

### 3.0 FRAUDULENT USE OF DBE FRONTS

Yes ☐ No ☐

Only certified Disadvantaged Business Enterprises are eligible to participate in Metro contracts as DBEs. The Bidder/Proposer certifies that it has not knowingly and willfully used "fronts" as defined in section 100.6 of Metro's Contract Compliance Manual (Federal) to meet the DBE goal established for this contract. The use of "fronts" and "pass through" Subcontracts to non-disadvantaged firms may constitute a criminal violation<sup>2</sup>.

### 4.0 WHISTLEBLOWER REQUIREMENTS

Yes ☐ No ☐

The Bidder/Proposer certifies that it will take no action, or adopt any rule, regulation or policy which is contrary to the provisions set forth in California Labor Code § 1101.

A full explanation of all "No" answers shall be provided below.

Bidder/Proposer hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1-4 are true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_,  
(Date) (City) (State)

|                             |                                     |       |
|-----------------------------|-------------------------------------|-------|
| _____                       | _____                               | _____ |
| Typewritten or Printed Name | Signature of Authorized<br>Official | Title |

<sup>2</sup> Any indication of fraud, waste, abuse, or mismanagement of these funds should be immediately reported to the Metro Small Business Diversity and Labor Compliance Office, at (213) 922-6000; the Metro Inspector General Office at (213) 344-7300 or the toll free hotline number (800) 221-1142; or to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline number (800) 424-9071; or to the following field office: 201 Mission Street, Suite 2210; San Francisco, CA 94105-1926; (415) 744-3133.

BIDDER: \_\_\_\_\_

**CERTIFICATE OF COMPLIANCE WITH 49 CFR PART 655,  
PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN  
TRANSIT OPERATIONS**

Bidder/Proposer hereby certifies that:

**A. Anti-drug Use and Alcohol Misuse Program**

(Choose one Alternative with "X" in the box)

1. ☐ Bidder/Proposer has established and implemented an anti-drug use and alcohol misuse program meeting the requirements on 49 CFR 655.

OR

2. ☐ Bidder/Proposer will establish and implement an anti-drug use and alcohol misuse program meeting the requirements on 49 CFR 655 prior to contract award.

**B. Drug and Alcohol Testing Program**

(Choose one alternative with "X" in the box)

1. ☐ To the best of my knowledge and belief the Work required under the Contract will not require the performance of "Safety Sensitive Functions" as defined in 49 CFR Part 655.

OR

2. ☐ To the best of my knowledge and belief the Work required under the Contract will require the performance of "Safety Sensitive Functions" as defined in 49 CFR Part 655.

(If Alternative 2 was chosen, select one of the following alternatives with an "X" in the box)

- a. ☐ Bidder/Proposer has established and implemented a drug and alcohol testing program that complies with 49 CFR Part 655.

OR

- b. ☐ Bidder/Proposer will establish and implement a drug and alcohol testing program that will comply with 49 CFR Part 655 prior to contract award.

### **C. Submittals**

Bidder/Proposer will submit its Anti-drug Use and Alcohol Misuse Program, and, if B.2 was marked above, its Drug and Alcohol Testing Program, to Metro for review and approval prior to contract award.

Bidder/Proposer: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BIDDER: \_\_\_\_\_

**BUY AMERICA CERTIFICATE  
FOR COMPLIANCE WITH TITLE 49 USC § 5323(J)(1)  
(For Procurement of Steel, Iron, or Manufactured Products)**

The Bidder/Proposer hereby certifies that it will comply with the requirements of Title 49 USC § 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

|                                      |                                              |                |
|--------------------------------------|----------------------------------------------|----------------|
| _____<br>Typewritten or Printed Name | _____<br>Signature of Authorized<br>Official | _____<br>Title |
|--------------------------------------|----------------------------------------------|----------------|

**BUY AMERICA CERTIFICATE FOR NON-COMPLIANCE WITH TITLE 49 USC §. 5323(J)(1)**

The Bidder/Proposer hereby certifies that it cannot comply with the requirements of Title 49 USC § 5323(j)(1), but it may qualify for an exception pursuant to Title 49 USC § 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

|                                      |                                              |                |
|--------------------------------------|----------------------------------------------|----------------|
| _____<br>Typewritten or Printed Name | _____<br>Signature of Authorized<br>Official | _____<br>Title |
|--------------------------------------|----------------------------------------------|----------------|

BIDDER: \_\_\_\_\_

## CERTIFICATION OF COMPLIANCE WITH FEDERAL LOBBYING REQUIREMENTS (49 CFR PART 20)

**To be submitted with each Bid/Proposal or offer of Bidder/Proposer exceeding \$100,000**

The \_\_\_\_\_ (Bidder/Proposer) certifies to the best of its knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress, an officer or employee of Congress, an employee of a member of Congress; or any Board member or employee of Metro in connection with the awarding of any federal contract; any federally funded contract; or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, federally funded contract grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts, or influencing or attempting to influence; an officer or employee of any agency; a member of Congress; an officer or employee of Congress; an employee of a member of Congress or a Board member or employee of Metro in connection with this federally funded contract, grant, loan, or cooperative agreement, the undersigned shall register and comply with all federal disclosure requirements.
3. The undersigned shall require that the language of this certification be included in the solicitation and award documents for all subawards at all tiers including but not limited to subcontracts, subgrants and contracts under grants, loans and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any offeror who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

\_\_\_\_\_  
Typewritten or Printed Name

\_\_\_\_\_  
Signature of Authorized  
Official

\_\_\_\_\_  
Title

## RESTRICTIONS ON LOBBYING

(a) Definitions, as used in this clause:

**Agency** as defined in Title 5 USC § 552(f), includes federal executive departments and agencies as well as independent regulatory commissions and government corporations, as defined in Title 31 USC § 9101(1).

**Metro** means the Los Angeles County Metropolitan Transportation Authority.

**Covered Federal action** means any of the following federal actions:

1. The awarding of any federal contract;
2. The making of any federal grant;
3. The making of any federal loan;
4. The entering into of any cooperative agreement, and
5. The extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

Covered federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

**Indian tribe** and **tribal organization** have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act Title 25 USC § 450(b). Alaskan Natives are included under the definitions of Indian tribes in that Act.

**Influencing or attempting to influence** means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any covered federal action.

**Local government** means a unit of government in a state and, if chartered, established, or otherwise recognized by a state for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

**Officer or employee of an agency** includes the following individuals who are employed by an agency:

1. An individual who is appointed to a position in the government under Title 5, USC, including a position under a temporary appointment;
2. A member of the uniformed services as defined in Title 37 USC § 101(3);
3. A special government employee as defined in, Title 18 USC § 202; and,
4. An individual who is a member of a federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5 USC Appendix 2.

**Person** means an individual, corporation, company, association, authority, firm, partnership, society, state, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization,



or any other Indian organization with respect to expenditures specifically permitted by other federal law.

**Reasonable compensation** means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the federal government.

**Reasonable payment** means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

**Recipient** includes all contractors and subcontractors at any tier in connection with a federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other federal law.

**Regularly employed** means, with respect to an officer or employee of a person requesting or receiving a federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 days.

**State** means a state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a state, and a multi-state, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(1) Title 31 USC § 1352 provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a federal

contract if the payment is for agency and legislative liaison activities not directly related to a covered federal action.

- (B) For purposes of paragraph (b) (2) (i) (A) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.
  - (C) For purposes of paragraph (b) (2) (i) (A) of this section, the following agency and legislative liaison activities are allowable at anytime only where they are not related to a specific solicitation for any covered federal action:
    - (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the persons products or services, conditions or terms of sale, and service capabilities, and
    - (2) Technical discussions and other activities regarding the application or adaptation of the persons products or services for an agency's use.
  - (D) For purposes of paragraph (b) (2) (i) (A) of this section, the following agency and legislative liaison activities are allowable only when they are prior to formal solicitation of any covered federal action:
    - (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered federal action;
    - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to official submission, and
    - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
  - (E) Only those activities expressly authorized by paragraph (b) (2) (i) of this section are allowable under paragraph (b) (2) (i).
- (ii) Professional and technical services by Own Employees.
- (A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a federal contract or an extension, continuation, renewal, amendment, or modification of a federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal or application for that federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that federal contract.
  - (B) For purposes of paragraph (b) (2) (ii) (A) of this section professional and technical services shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document

accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her clients proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Only those services expressly authorized by paragraph (b) (2) (ii) of this section are allowable under paragraph (b) (2) (ii).

(iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that federal contract.

(B) For purposes of paragraph (b) (2) (iv) (A) of this section professional and technical services shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a

professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered federal action.

- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (D) Persons other than officers or employees of a person requesting or receiving a covered federal action include consultants and trade associations.
- (E) Only those services expressly authorized by paragraph (b) (2) (iv) of this section are allowable under paragraph (b) (2) (iv).

(c) Disclosure.

- (1) Each person who requests or receives from Metro a contract with federal assistance shall file with Metro a certification, set forth in Bid/Submittal Form entitled FEDERAL LOBBYING CERTIFICATION, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
- (2) Each person who requests or receives from Metro a contract with federal assistance shall file with Metro a disclosure form, Standard Form-LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c) (2) of this section. An event that materially affects the accuracy of the information reported includes:
  - (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or

- (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or,
  - (iii) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.
- (4) Any person who requests or receives from a person referred to in paragraph (c) (1) of this section a subcontract with a contract value exceeding \$100,000 at any tier under a contract with federal assistance shall file a certification, and a disclosure form, if required, to the next tier above. All disclosure forms shall be forwarded from tier to tier until received by the Prime Contractor who will forward it to Metro.

## EXHIBIT 1

### CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, \_\_\_\_\_, hereby certify on behalf of  
(Name and title of contracting or sub-contracting official)

\_\_\_\_\_ that:  
(Name of contractor or subcontractor)

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Typewritten or Printed Name)

\_\_\_\_\_  
(Title of Authorized Official)

## EXHIBIT 2

### DISCLOSURE OF LOBBYING ACTIVITIES INSTRUCTIONS FOR COMPLETION OF SF-LLL

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation of receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31 USC § 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime if the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks Subawardee, then enter the full name, address, city, state and zip code of the prime federal recipient. Include the Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program, name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., RFP-DE-90-001.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-46-00046). Washington, D.C. 20503.



## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to Title 31 USC § 1352  
(See reverse for public burden disclosure.)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post award</p>                                                                                                                                                        | <p>3. Status of Federal Action:</p> <p><input type="checkbox"/> a. initial change</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>year _____ quarter _____</p> <p>date of last report _____</p> |
| <p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="text-align: center;">Tier _____, if known:</p> <p>Congressional District, if known:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                    | <p>5. If Reporting Entity in No. 4 is subawardee. Enter name and Address of Prime:</p> <p>Congressional District, if known:</p>                                                                                                            |
| <p>6. Federal Department/Agency:</p> <p><b>Department of Transportation</b><br/><b>Federal Transit</b><br/><b>Administration</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                            |
| <p>8. Federal Action Number, if known:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>9. Award Amount, if known:</p> <p>\$ _____</p>                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                            |
| <p>10. a. Name and Address of Lobbying Entity<br/>(if individual, last name, first name, MI):</p> <p style="text-align: center;">attach continuation sheet(s) SF-LLL-A if necessary</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p>b. Individuals Performing Services (including address if different from No. 10.a)<br/>(last name, first name, MI):</p> <p style="text-align: center;">attach continuation sheet(s) SF-LLL-A if necessary</p>                                                                                                                                    |                                                                                                                                                                                                                                            |
| <p>11. Amount of Payment (check all that apply):    \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                            |
| <p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____</p> <p style="text-align: center;">value _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify _____</p> |                                                                                                                                                                                                                                            |
| <p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employer(s), or member(s) contacted, for Payment indicated in Item 11:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                            |
| <p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                            |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>16. Information requested through this form is authorized by Title 31 USC § 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> </div> <div style="width: 50%;"> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p> </div> </div> |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                            |
| <p>Federal Use Only: <span style="float: right;">Authorized for Local Reproduction Standard Form - LLL</span></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                            |

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local Reproduction Standard Form LLL-A

BIDDER: \_\_\_\_\_

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH BID**

\_\_\_\_\_(Name) deposes and says that he or she is  
\_\_\_\_\_(Title) of \_\_\_\_\_(Company Name)  
the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

|                                      |                                              |                |
|--------------------------------------|----------------------------------------------|----------------|
| _____<br>Typewritten or Printed Name | _____<br>Signature of Authorized<br>Official | _____<br>Title |
|--------------------------------------|----------------------------------------------|----------------|

BIDDER: \_\_\_\_\_

## CERTIFICATION OF PROSPECTIVE CONTRACTOR REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

### PRIMARY COVERED TRANSACTIONS MUST BE COMPLETED BY BIDDER FOR CONTRACT VALUE OVER \$100,000

[See Instructions for Completion in Instructions to Bidders in the section entitled CONTRACTOR DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION]

Choose one alternative with "X" in the box:

- ☐ The Bidder, \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
  4. Have not within a three-year period preceding this Bid had one or more public transactions (Federal, State or local) terminated for cause or default.

**OR**

- ☐ The Bidder is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Bidder certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

\_\_\_\_\_  
Typewritten or Printed Name

\_\_\_\_\_  
Signature of Authorized  
Official

\_\_\_\_\_  
Title

## **CONTRACTOR DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

Pursuant to 49 CFR Part 29, to confirm the eligibility of the Bidder/Proposer or any covered Subcontractor to contract with Metro, Bidder/Proposer shall complete and submit with the bid/proposal the Certificate entitled "Certification of Prospective Contractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", and comply with subsection B below related to each Lower Tier covered transaction.

1. Instructions for Bidder/Proposers Certification - Primary Covered Transactions
  - A. In addition to signing and submitting this bid/proposal, the Bidder (also referred to as "prospective primary participant") shall also provide the Certificate entitled Certification of Potential Contractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Primary Covered Transaction.
  - B. The inability of a person to provide the subject certification will not necessarily result in denial of participation in this Contract (also referred to as "primary covered transaction" or "covered transaction). The Bidder/Proposer shall submit an explanation of why it cannot provide the subject certification. The certification or explanation will be considered in whether or not to enter into this Contract. Failure of the Bidder/Proposer to furnish a certification or an explanation shall disqualify the Bidder/Proposer from participation of this Contract.
  - C. This certification is a material representation of fact upon which Metro will rely when Metro determines whether to enter into this Contract. If it is later determined that the Bidder/Proposer knowingly rendered an erroneous certification, Metro may terminate this Contract for cause or default in addition to other remedies available to Metro.
  - D. The Bidder/Proposer shall provide immediate written notice to Metro if at any time the Bidder/Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - E. The terms covered transaction (or as used herein "Contract"), debarred, suspended, ineligible, lower tier covered transaction (or as used herein "Subcontract" including a subcontract with a supplier), participant (or as used herein "Bidder/Proposer"), person, primary covered transaction (or as used herein "Contract" or "Prime Contract"), principal, bid/proposal (or as used herein "Bidder/Proposer") and voluntarily excluded, as used in this Section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The Bidder/Proposer may contact Metro for assistance in obtaining a copy of those regulations.
  - F. The Bidder/Proposer agrees by submitting this bid/proposal that, should the Contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9,

subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Metro.

- G. The Bidder/Proposer further agrees by submitting this bid/proposal that it will include subsection B of this section and the certification titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by Metro in the Bid/Proposal Forms without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  - H. The Bidder/Proposer may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Bidder/Proposer may decide the methods and frequency by which it determines the eligibility of its principals. The Bidder/Proposer may, but is not required to, check the "List of Parties Excluded from Federal Procurement and Non-procurement Programs".
  - I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Section. The knowledge and information of the Bidder/Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - J. Except for transactions authorized under paragraph 6 of this subsection, if a Bidder/Proposer knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to Metro, Metro may terminate this transaction for cause or default.
2. Instructions for Prime to Require of Sub-contractors Certification - Lower Tier Covered Transactions
- A. By signing and submitting its lower tier bid/proposal, the prospective lower tier participant shall provide the certification in the Bid/Proposal Form entitled Certification of Prospective Lower Tier Participant Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.
  - B. The certification in this subsection is a material representation of fact upon which Metro will rely when Metro enters into the Contract. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to Metro, Metro may pursue available remedies, including suspension and/or debarment.
  - C. The prospective lower tier participant shall provide immediate written notice to the Bidder/Proposer if at any time the prospective lower tier participant learns

that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

- D. The terms covered transaction (or as used herein "Contract"), debarred, suspended, ineligible, lower tier covered transaction (or as used herein "Subcontract," including a subcontract with a Supplier), participant (or as used herein "Bidder/Proposer"), person, primary covered transaction (or as used herein "Contract" or "Prime Contract"), principal, bid/proposal, and voluntarily excluded, as used in this section, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. The prospective lower tier participant may contact the Bidder/Proposer for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting its bid/proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract, unless authorized by Metro.
- F. The prospective lower tier participant further agrees by submitting its bid/proposal that it will include this subsection B and the Certification (in the Bid/Proposal Forms) titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of this subsection, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to Metro, Metro may pursue available remedies, including suspension and/or debarment.



BIDDER: \_\_\_\_\_

**CERTIFICATION OF PROSPECTIVE LOWER TIER PARTICIPANT  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

**LOWER TIER COVERED TRANSACTIONS MUST BE COMPLETED BY PROSPECTIVE  
LOWER TIER PARTICIPANT (SUBCONTRACTOR OR SUPPLIER FOR CONTRACT  
VALUE OVER \$100,000.00)**

Choose one alternative with an "X" in the box:

☐ The prospective lower tier participant \_\_\_\_\_ certifies by submission of its lower tier bid or proposal to the best of its knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

**OR**

☐ The prospective lower tier participant \_\_\_\_\_ is unable to certify that neither it nor its principals is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded and attaches its explanation to this certification.

The prospective lower tier participant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § 3801 are applicable thereto.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

|                             |                                     |       |
|-----------------------------|-------------------------------------|-------|
| _____                       | _____                               | _____ |
| Typewritten or Printed Name | Signature of Authorized<br>Official | Title |

## **CONTRACTOR DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION INSTRUCTIONS**

Pursuant to 49 CFR Part 29, to confirm the eligibility of the Bidder/Proposer or any covered Subcontractor to contract with Metro, Bidder/Proposer shall complete and submit with the bid/proposal the Certificate entitled "Certification of Prospective Contractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", and comply with Subsection B below related to each lower tier covered transaction.

### **A. Instructions for Bidder/Proposers Certification - Primary Covered Transactions.**

1. In addition to signing and submitting this bid/proposal, the Bidder (also referred to as "prospective primary participant") shall also provide the Certificate entitled Certification of Potential Contractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Primary Covered Transaction.
2. The inability of a person to provide the subject certification will not necessarily result in denial of participation in this Contract (also referred to as "primary covered transaction" or "covered transaction.") The Bidder/Proposer shall submit an explanation of why it cannot provide the subject certification. The certification or explanation will be considered in whether or not to enter into this Contract. Failure of the Bidder/Proposer to furnish a certification or an explanation shall disqualify the Bidder/Proposer from participation of this Contract.
3. This certification is a material representation of fact upon which Metro will rely when Metro determines whether to enter into this Contract. If it is later determined that the Bidder/Proposer knowingly rendered an erroneous certification, Metro may terminate this Contract for cause or default in addition to other remedies available to Metro.
4. The Bidder/Proposer shall provide immediate written notice to Metro if at any time the Bidder/Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction or as used herein Contract, debarred, suspended, ineligible, lower tier covered transaction or as used herein "Subcontract" including a subcontract with a supplier, participant or as used herein Bidder/Proposer, person, primary covered transaction or as used herein Contract or Prime Contract, principal, bid/proposal or as used herein Bidder/Proposer and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The Bidder/Proposer may contact Metro for assistance in obtaining a copy of those regulations.
6. The Bidder/Proposer agrees by submitting this bid/proposal that, should the Contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Metro.
7. The Bidder/Proposer further agrees by submitting this bid/proposal that it will include subsection B of this section and the certification titled Certification Regarding

Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction, provided by Metro in the Bid/Proposal Forms without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. The Bidder/Proposer may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Bidder/Proposer may decide the methods and frequency by which it determines the eligibility of its principals. The Bidder/Proposer may, but is not required to, check the "List of Parties Excluded from Federal Procurement and Non-procurement Programs."
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the Bidder/Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of this subsection, if a Bidder/Proposer knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9 subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to Metro, Metro may terminate this transaction for cause or default.

B. Instructions for Certification - Lower Tier Covered Transactions

1. By signing and submitting its lower tier bid/proposal, the prospective lower tier participant shall provide the certification in the Bid/Proposal Form entitled Certification of Prospective Lower Tier Participant Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.
2. The certification in this subsection is a material representation of fact upon which Metro will rely when Metro enters into the Contract. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to Metro, Metro may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the Bidder/Proposer if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction or as used herein Contract, debarred, suspended, ineligible, lower tier covered transaction or as used herein Subcontract, including a subcontract with a Supplier, participant or as used herein Bidder/Proposer, person, primary covered transaction or as used herein Contract or Prime Contract, principal, bid/proposal, and voluntarily excluded, as used in this section, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. The prospective lower tier participant may contact the Bidder/Proposer for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting its bid/proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract, unless authorized by Metro.
6. The prospective lower tier participant further agrees by submitting its bid/proposal that it will include this subsection B and the Certification (in the Bid/Proposal Forms) titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Section. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of this subsection, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to Metro, Metro may pursue available remedies, including suspension and/or debarment.

#### END OF SECTION 6 – REQUIRED CERTIFICATIONS

This page is intentionally blank